

Gulf Coast and Central Florida Railroad Museum Inc.

**Assumption of Risk of Liability**

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT YOU ARE GIVING UP LEGAL RIGHTS

In consideration for being permitted to participate all related activities (collectively, "activities") conducted by **Gulf Coast and Central Florida Railroad Museum Inc.**

I, \_\_\_\_\_ hereby agree as follows:  
(please print name)

**ASSUMPTION OF RISK:** I agree that I am, and/or my child / ward is/are voluntarily participating in the activities offered by **Gulf Coast and Central Florida Railroad Museum Inc.** including but not limited to, the use of the equipment, facilities and premises. I am assuming, on behalf of myself and/or my child / ward, all risk of personal injury, death or disability to me and/or my child / ward that might result from said participation, or any damage, loss or theft of any personal property which I and/or my child / ward may incur. I understand that the **Gulf Coast and Central Florida Railroad Museum Inc.** operates a ride that utilizes a gasoline fueled engine that may burn or injure passengers or may derail causing injury and that it has inherent risks. I understand and accept the risks of bodily injury related to this activity.

**RELEASE OF LIABILITY:** I agree on behalf of myself and/or my child / ward and my/their personal representatives, successors, heirs and assigns to hold **Gulf Coast and Central Florida Railroad Museum Inc.** and its affiliates, officers, agents, directors, employees and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the **Gulf Coast and Central Florida Railroad Museum Inc.** train ride (collectively, the "Releases") harmless from any and all claims or causes of action arising out of my and/or my child's / ward's participation in the **Gulf Coast and Central Florida Railroad Museum Inc.** train ride.

I expressly release and discharge Releases from any and all liability, claims, demands or causes of actions whatsoever arising out of any damage, loss, personal injury or death to me (and /or my child/ward), while participating in any of the activities, including without limitation, burns or injuries as a result of derailling of railroad cars while riding said gasoline powered railroad trains. This release is valid and effective whether the damage, loss or death is a result of any act or omission on the part of any Releases or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness or accidents, which may occur as a result of (a) use of the facility or its improper maintenance, (b) use of any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) instruction or supervision, or (e) slipping or falling while in the facility or on the surrounding premises. I understand that I voluntarily give up my right to sue the above mentioned parties.

I Further grant the **Gulf Coast and Central Florida Railroad Museum Inc.** the right to photograph and / or videotape me and/or my child / ward and to use my and/or my child's / ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD / WARD TO BRING ANY LEGAL ACTION OR ASSERT ANY CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST **GULF COAST AND CENTRAL FLORIDA RAILROAD MUSEUM INC.** IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY **GULF COAST AND CENTRAL FLORIDA RAILROAD MUSEUM INC.**

I have read the above, given the opportunity to ask questions, considered its effects, understand its content and agree to the terms as stated above.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_ Employee/Witness: \_\_\_\_\_

**IF PARTICIPANTS ARE UNDER THE AGE OF EIGHTEEN (18):**

I have read the above, given the opportunity to ask questions, considered its effects, understand its content and agree on behalf of myself and my child /ward, to the terms as stated above. I will further indemnify the Releases against any damages incurred as a result of any action by my child / ward including attorney's fees and costs.

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_ Employee/Witness: \_\_\_\_\_

- 1. Full Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_
- 2. Full Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_
- 3. Full Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_
- 4. Full Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_
- 5. Full Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_
- 6. Full Name of Child: \_\_\_\_\_ Age: \_\_\_\_\_

Name of Adult Participants:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_