

Chattanooga Society of Model Engineers, Inc.

WAIVER

This form must be completed, signed and returned prior to riding on any train.

Participants under the age of 18 years must have the signed approval of a parent or legal guardian to ride a train.

Be it known that the Chattanooga Society of Model Engineers, Inc., its members and guests, including any Operators and Owners of trains at the Eagle Point Railroad, in conjunction with the property owners of the Eagle Point Railroad are engaged in the non-professional pursuit of the hobby of large scale model railroading, and as amateurs have built and maintain the equipment upon which you are about to ride. This equipment has not been inspected nor certified as safe by any governmental or official agency, nor is it represented to be safe by the Owners/Operators, Chattanooga Society of Model Engineers, Inc., nor the property owners of the Eagle Point Railroad. Ride at your own risk.

RELEASE, WAIVER AND INDEMNIFICATION

The undersigned participant and his/her parent or legal guardian (if under the age of 18 years), with full knowledge of the above, does hereby execute this RELEASE, WAIVER AND INDEMNIFICATION for him/her self and his/her heirs, successors, representatives and assigns, and hereby agrees and represents as follows:

To release the Chattanooga Society of Model Engineers, Inc. its members, employees, volunteers, agents, representatives, other organizations affiliated with, Owners/Operators of trains operated at the Eagle Point Railroad, and the property owners of the Eagle Point Railroad from any and all liability, loss, damage, costs, claims and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation with and/or riding on trains. The undersigned further agrees to indemnify the Chattanooga Society of Model Engineers, Inc., its employees, members, agents, representatives, volunteers and other organizations affiliated with the Chattanooga Society of Model Engineers, Inc., as well as Owners/Operators of trains, and the property owners of the Eagle Point Railroad and hold them harmless for any liability, loss, damage, cost, claim, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in said program. This indemnification shall include attorney's fees incurred in defending against any claim or judgment and incurred in negotiating any settlement. It is understood and agreed that the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonably withheld.

I/WE CHOOSE TO PARTICIPATE AND RIDE THE TRAIN AT MY/OUR OWN RISK.

Full Name (please print): _____ Date: _____

Signature of Participant: _____

Signature of Parent/Guardian: _____ Date: _____

(Required only if the participant is under the age of 18 years.)

Full Name (please print): _____ Date: _____

Signature of Participant: _____

Signature of Parent/Guardian: _____ Date: _____

(Required only if the participant is under the age of 18 years.)

Full Name (please print): _____ Date: _____

Signature of Participant: _____

Signature of Parent/Guardian: _____ Date: _____

(Required only if the participant is under the age of 18 years.)

Full Name (please print): _____ Date: _____

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