

WAIVER OF LIABILITY

Be it known that associated with Central Ohio Area Live Steamer, Inc. (COALS) and Mill Creek Central Railroad, LLC. (MCCRR) and their guests, including but not limited to owners and/or operators of trains or any other equipment or machinery on the premises of MCCRR, are engaged in the non-professional pursuit of the hobby of model railroading. As this is a hobby, the equipment has been built and maintained by amateurs. As such, it has not been certified as safe by any governmental agency, COALS, MCCRR nor is it represented to be safe by the owners/builders/operators of said trains, equipment or machinery or the owner or operator of MCCRR. You ride/participate solely at you and/or your families own risk.

RELEASE, WAIVER, AND INDEMNIFICATION

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

To release COALS and MCCRR, their heirs, employees, directors, members, volunteers, agents and representatives, other organizations affiliated with them and owners/operators of trains, machinery and/or equipment at MCCRR from any and all liability, loss, damage, injury, cost, claims, and/or causes of participation with being on the property and/or riding on trains or being in the vicinity of any and all track and/or track related activities, including but not limited to the construction, maintenance and any other kind of participation by the participant whatsoever. The undersigned further agrees to indemnify COALS, MCCRR, as well as all owners/operators of trains, machinery and equipment and hold them harmless for any liability, loss, damage, injury, cost, claim, judgment settlement which may be brought or entered against them as a result of the undersigned's participation in said program and anytime forthwith the undersigned enters the property. This indemnification shall include attorney's fees and any other costs incurred in defending against any claim or judgment as incurred in negotiating any settlement, provided, however, that such consent shall not be unreasonably withheld.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND CHOOSE TO PARTICIPATE AT MY OWN RISK.

Print Full Name _____

Signature _____ Date _____

Parent/Legal Guardian Name _____ Signature _____