

**WAIVER OF LIABILITY**

Be it known that Central Ohio Area Live Steamers, Inc. hereafter called (COALS) and Mill Creek Central Railroad, LLC. hereafter called (MCCRR) and their guests, including but not limited to, owners and operators of trains or any other equipment or machinery on the premises of MCCRR, and employees 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. It has not been certified as safe by any governmental agency, COALS, or MCCRR, and it is not represented to be safe by the owners, builders, and operators of said trains, equipment or machinery or the owner or operator of COALS or MCCRR. You ride and participate solely at your own and your family's risk. If signed by a parent or legal guardian the waiver, release, and indemnification is binding upon the parent, legal guardian, and child.

**RELEASE, WAIVER, AND INDEMNIFICATION**

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

To release COALS and MCCRR, their owners, successors in interest, employees, directors, members, volunteers, agents and representatives, other organizations affiliated with them and owners and operators of trains, machinery and equipment and their successors in interest, employees, directors, members, and volunteers at MCCRR from any and all liability, loss, damage, injury, death, cost, claims, and all other causes as a direct or indirect result of being on the property and riding on trains or being in the vicinity of any and all track and track related activities, including but not limited to the construction, maintenance and any other kinds of participation by the participant whatsoever. The undersigned further agrees to indemnify COALS, MCCRR, their owners, successors in interest, employees, directors, members, volunteers, agents and representatives, other organizations affiliated with them and owners and operators of trains, machinery and equipment and their successors in interest, employees, directors, members, and volunteers and hold them harmless for any liability, loss, damage, injury, death, cost, claim, judgment or settlement which may be filed or entered against them as a result of the undersigned's participation in said program and activities presently and anytime hereafter the undersigned or child enters the property. Terms of this waiver, liability, release, and indemnification shall be construed most favorably in favor of COALS and MCCRR. All terms shall be construed without limitation and cover all situations which may arise. This indemnification shall include, without limitation, attorney's fees, investigation costs, independent medical evaluations, settlements, and judgments and any other costs incurred in defending against any claim or judgment as incurred by parties named herein or who may become joined in any matter with these parties.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND CHOOSE TO PARTICIPATE KNOWINGLY THAT I AM ASSUMING MY OWN RISK OR THE RISK OF ANOTHER.

Print Full Name (Adult): \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Minor or Incapacitated Childs Name: \_\_\_\_\_

Parent/Legal Guardian Name \_\_\_\_\_ Signature \_\_\_\_\_