



We are looking forward to hosting you at Tacoma Rail!

Tacoma Rail is one of the largest short line railroads in the country and a powerful factor in the economic growth and progress of Tacoma and Pierce County. Operating expenses are covered by freight revenues paid by customers using our services. We have more than 100 employees who provide service 24 hours a day, seven days a week to handle all of the responsibilities of any common carrier railroad, including track inspection and maintenance, locomotive maintenance, customers service, and administration.

During this visit, you may have the opportunity to see our rail yard from our operations tower, meet many of our employees, board a nonmoving locomotive, and try your hand at a locomotive simulator.

Please review the guidelines below before the day of the tour:

1. We ask that if you are feeling ill, please do not attend the tour.
2. Dress in layers for being both indoors and out, whatever the weather – our campus is in multiple buildings which we may travel between, and some of our worksites are outside.
3. We suggest you bring a water bottle to stay hydrated. There are water bottle refill stations throughout our campus.
4. These are operational facilities and safety is our top priority. Please be prepared to follow these safety guidelines:
 - a. **Shoes must have closed toes and closed backs.** (No Crocs.)
 - b. We will provide any necessary safety equipment.
 - c. Dress for mobility. You may be walking some stairs or a short ladder.
 - d. For visitors who need accessibility accommodations, please notify us ahead of time.
 - e. Do not touch any equipment or machinery unless your tour guide gives you verbal permission.



**TACOMA RAIL TOUR
ASSUMPTION OF RISK, WAIVER AND HOLD HARMLESS AGREEMENT**

By signing this form, the undersigned Participant, and the undersigned Parent or Guardian if the Participant is under the age of 18, acknowledge that participating in the "TACOMA RAIL TOUR" ("the Tour") and related activities will expose the Participant to risks that include, but are not limited to, working on, with, or being near dangerous equipment, entering spaces where use of protective equipment may be required, physical exertion, and participating in the TACOMA RAIL TOUR activities as referenced above.

ASSUMPTION OF RISK

The undersigned Participant, and the undersigned Parent or Guardian if the Participant is under the age of 18, expressly agree and promise to accept and assume all of the risks existing in the Tour and related activities for which the undersigned is participating, including, but not limited to, those risks listed above. The undersigned acknowledge that participation in the Tour is purely voluntary and elect to participate in spite of the risks.

WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of being allowed to participate in the Tour, the undersigned Participant, and the undersigned Parent or Guardian if the Participant is under the age of 18, hereby voluntarily waive any right to recovery, release, forever discharge and agree to indemnify and hold harmless the City of Tacoma, Tacoma Public Utilities, its employees, officers, and agents, from any and all claims, including claims for bodily injury and death, demands or causes of action that are in any way connected with the undersigned's participation in the Tour or related activities, including all such claims that allege negligent acts or omissions of the City of Tacoma, Tacoma Public Utilities, its employees, officers, and agents. Further, the undersigned hereby agree to indemnify and hold harmless the City of Tacoma, Tacoma Public Utilities, its employees, officers, and agents, for any action, claim, or proceeding instituted because of an injury suffered by any third party through the Participant's use of or presence at the Tour.

If any part of this waiver/release/indemnity agreement is found to be unenforceable or invalid, that portion shall be severed, and the remainder shall remain in full effect.

A person's signature on this document acknowledges reading this document, understanding its contents, and accepting the conditions and terms set forth herein as consideration for and conditions and terms upon which the undersigned participate in the Tour, and the undersigned further agree to follow and abide by City of Tacoma and Tacoma Public Utilities' then current rules, policies, and procedures.

Participant – sign and print name

Parent or Guardian – sign and print name
(If Participant is under 18 years of age)

Date: _____

Date: _____