



## MOTORCAR OPERATORS VVEST GENERAL RELEASE

**By signing this release you acknowledge that railroading in general and riding on a railroad motorcar in particular are dangerous and you agree to accept all risks associated with your voluntary participation in this excursion, and release MOW, NARCOA and the Railroad from all liability for your property damage and/or personal injury.**

In consideration of the \_\_\_\_\_ Railroad (RR) (including its officers, agents, servants, employees and lessors) granting the undersigned permission to enter its property on the date(s) of \_\_\_\_\_ for the purpose of motorcar excursions, of Motorcar Operators West (MOW) (including its officers, directors, members, volunteers, agents, servants, employees and lessors) and of North American Railcar Operators Association (NARCOA) (including its officers, directors, members, volunteers, agents, servants, employees and lessors), acting as excursion sponsor and manager, hereinafter collectively and individually referred to as "MOW/NARCOA/RR", the undersigned agrees that:

- 1. ASSUMPTION OF RISK:** I know and understand the scope, nature, and extent of the risks associated with motorcar excursions, including (1) those attendant to riding in motorcars generally and specifically on track which may not be maintained to any particular level or standard-, (2) related motorcar activities such as set-on and set-off procedures, and (3) in general, the risks and dangers of the working railroad environment in which the motorcar will be operated. I willingly and knowingly accept those risks, which I understand could result in destruction of my property and my injury or death.
- 2. RULES COMPLIANCE:** As an operator, I have read and understand the MOW Rule Book, the MOW Operations and Reference Handbook and the NARCOA Rule Book, understand the content and purpose for each of the rules, and agree to abide by them. I further agree to take responsibility for informing those persons I bring to the excursion of all the rules applicable to their conduct. As a passenger, I confirm that the rules applicable to my conduct have been explained to me, I understand them, and I agree to abide by them.
- 3. RELEASE FROM LIABILITY:** I release MOW/NARCOA/RR from any liability for any claim, loss, damage, injury, or death, regardless of the cause, including the active or passive negligence of MOW/NARCOA/RR, sustained by my property or me while participating in the excursions covered by this Release. I agree and understand that MOW/NARCOA/RR accept no responsibility for my safety, nor for the acts or safety of other operators and guests during motorcar excursions. By signing this Release I understand that I am surrendering legal rights, which I may otherwise have against MOW/NARCOA/RR.
- 4. COVENANT NOT TO SUE MOW/NARCOA/RR FOR DAMAGES:** I will not make any claim or bring any legal action or voluntarily assist in any legal action against MOW/NARCOA/RR, nor permit anyone else to do so on my behalf, for any claim, loss, damage, or injury sustained by me or my property during the excursions covered by this Release.
- 5. COVENANT NOT TO SUE EXCURSION COORDINATORS AND/OR THEIR ASSISTANTS FOR DAMAGES:** I shall not make any claim or bring any legal action or voluntarily assist in any legal action against any other excursion participant, excursion coordinators and/or their assistants for their actions or conduct (a) arising from their activities in managing or assisting with the managing of any excursion covered by this Release, or (b) as an official of MOW/NARCOA/RR.
- 6. INDEMNIFICATION AGAINST CLAIMS:** I will indemnify and hold harmless MOW/NARCOA/RR, and persons covered by paragraph 5, from any liability and enforcement proceeding including claims and any attorney's fees, costs, losses, or actions which may be presented or initiated by me or on my behalf in contravention of the covenants I have given in paragraphs 4 and 5.
- 7. SURVIVAL OF OBLIGATIONS:** Any and all obligations assumed and promises made by me under this Release shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Release and make no claim against MOW/NARCOA/RRs its employees, volunteers, officers, participants, agents, and contractors for any claim, loss, damage, or injury, which this Release purports to cover.

(Over)

**8. VALIDITY OF WAIVER:** If I institute any suit or action or make any claim for any loss or damages to my person or property for causes covered by this Release, the releases, waivers and promises I have given in this Release shall be enforceable against me.

**9. POLICY ON ALCOHOL / DRUG USE OR POSSESSION:** I will abide by MOW's policy to (1) prohibit the possession or use of controlled substances including alcohol and drugs by participants in MOW events, and (2) prohibit the possession of controlled substances including alcohol or drugs in open or unopened containers aboard any motorcar or on railroad property, (3) prohibit the use of any controlled substances, including drugs and alcohol, within eight (8) hours of the commencement of the first activity related to the excursion. I agree that MOW officers, event officials and officials of the host railroad retain the right to inspect motorcars and personal effects to enforce this policy. I acknowledge that event participants who are found to be in possession of, or under the influence of, controlled substances including alcohol or drugs during a MOW event will be requested to and required to immediately leave the event and railroad property, and forfeit all registration fees and be responsible for any and all costs incurred by MOW/RR to address any condition, including transportation away from the event.

**10. ARBITRATION:** Any disputes arising from the excursions covered by this Release will be decided under the laws of the State of California and shall be submitted to arbitration in accordance with the rules and procedures of the American Arbitration Association, or such alternate arbitration forum as the parties to the dispute may mutually agree.

**11. SEVERABILITY OF INVALID PROVISIONS:** If any provision, or application thereof, in this Release is held invalid, that shall not affect any other provisions or applications of the Release which can be given effect without those held invalid.

**READ THE ABOVE CAREFULLY BEFORE SIGNING.**

I am 18 years of age or older and understand that I am assuming for myself and for all minor children accompanying me or riding on my motorcar the provisions set forth above.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed) \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed) \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed) \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed) \_\_\_\_\_

For Minor Child(ren) under 18 years of age, Adult assuming responsibility for Minor(s): (must also sign above.)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed) \_\_\_\_\_

Minor Name(s) (printed)	Age	Helmet type worn by Minor
_____		
_____		
_____		
_____		