

INDIANA LIVE STEAMERS

Waiver of Liability

Be it known that Indiana Live Steamers, its members, and Guests, including any Operators and/or Owners of trains at Johnson County Park, are engaged in the non-professional pursuit of the hobby of large scale model railroading, and as amateurs have built and maintained 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 Owner/Builder or Operator or by Indiana Live Steamers, Inc. Therefore, in consideration of being permitted to ride upon or be in the vicinity of trains, track, and track related activities, the undersigned agrees as follows:

Release, Waiver, and Indemnification

To release Indiana Live Steamers Inc., its members, employees, volunteers, agents, and representatives, other organizations affiliated with it and Owners and Operators of trains operated at Johnson County Park from any and all liability, loss, damages, costs, claims and/or causes of action resulting from participation with and/or riding on trains or being in the vicinity of any and all track and/or track related activities. The undersigned agrees that this release applies to all such liability, loss, damage, costs, claims or causes of action whether due in whole or in part to the negligence of Indiana Live Steamers Inc., its members, employees, volunteers, agents, representatives, other organizations affiliated with it, or Owners and Operators of trains. The undersigned further agrees to indemnify Indiana Live Steamers Inc., its members, employees, volunteers, agents and representatives as well as Owners and Operators of trains and hold them harmless for any liability, loss, damage, cost, claim, judgment, and 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.

I/WE CHOOSE TO PARTICIPATE

AND RIDE THE TRAINS AT MY/OUR OWN RISK.

Date _____

Signature _____

Name printed _____

Names of all participants less than 18 years of age

