

PARTICIPANT RELEASE

This release is executed in Klamath County, Oregon, this day by:

Name (Please Print) _____

Address: _____ City _____

State: _____ Zip: _____

("Participant"), individually and as parent and guardian of: _____

(minor children, if any) as follows:

1. In consideration of being permitted to enter, use, and enjoy any of the property and facilities of "Train Mountain," including but not limited to freeholds, rights of way, licenses, and leases (together, the "Premises"), whether owned, managed, or controlled by Train Mountain Railroad Museum, Inc., Train Mountain, Inc., Train Mountain Foundation, or any owner of private property for which Train Mountain has an agreement to use part or all of the property for miniature railroading, including but not limited to Friends of Train Mountain, Inc., Klamath & Western Railroad, Inc., and Timberlake Railroad, LLC (together, "Releasees"), for myself, my guests and those I bring and invite, those who I legally represent, and my heirs and assigns (together, "Participant"), I hereby release, waive and discharge Releasees, and their owners, officers, directors, employees, contractors, and agents, from all liability to the Participant, for any and all loss or damage, and any claim or damages resulting from the same, on account of injury to the persons or property of Participant, even injury resulting in death of the Participant, whether caused by the negligence of Releasee or otherwise resulting from permission to enter, use, and enjoy any of the Premises. I will further indemnify and hold harmless Train Mountain from any liability, including claims and any attorney's fees and costs, losses, or actions which may be presented or initiated by any person that has not separately signed an identical version of this release, who I bring or invite to Train Mountain for any reason, including but not limited to passengers in a miniature train operated by me while on the Premises, whether or not said persons are members of Train Mountain.
2. Participant agrees to indemnify Releasees and each of them from any loss, liability, damage or cost that may incur due to the presence of Participant in or upon the Premises, whether caused by the negligence of the Releasees or otherwise.
3. Participant assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or upon the Premises, and while maintaining, officiating in, working or for any purpose participating in said activity.
4. Participant warrants that no promise or inducement has been offered or made except as set forth in this release; that this release is executed without reliance on any statement or representation by Releasees or by any agents of Releasees concerning the nature and extent of the injuries and damages, or either of them, or the legal liability for the same. Participant is of legal age, is legally competent to execute this release and is legally competent to accept the full responsibility for the same.
5. Participant agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release contains the entire agreement between the parties to this release and the terms of this release are contractual and not a mere recital.
6. Participant agrees that all obligations assumed and promises made by Participant under this release shall be binding on my heirs, and the executors and administrators of my estate. Participant further instructs said heirs, administrators, and executors to honor this release and make no claim against Releasees for any claim, loss, damage, or injury which this release purports to cover.

Signature _____

Date: _____