

# Blue Ridge

## SCENIC RAILWAY

### RELEASE/WAIVER FORM

Name \_\_\_\_\_ (Please Print)  
Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

### **TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE SIGNING**

In consideration of your participation in the rail bike experience conducted by Blue Ridge Scenic Excursions LLC and any related activities, (collectively, the “**Experience**”), wherever the Experience may occur, you hereby attest that, after reading this Form completely and carefully, including the notice above your signature, you acknowledge that participation in the Experience is entirely voluntary, and that you understand and agree as follows:

### GENERAL TERMS AND CONDITIONS

- Please arrive on time. Those arriving late for a scheduled departure will be unable to ride and are not eligible for a refund.
- You must follow the instructions of the Experience staff at all times.
- Know your limits. If you suspect that the Experience could put your health at risk for any reason or could aggravate a pre-existing condition of any kind, please let the Experience staff know. It is your responsibility to advise the Experience staff of any medical condition or physical disability which requires any special treatment or attention for any of your group.
- Children under the age of 16 are not permitted to operate the brakes and must be accompanied by an older rider.
- Minimum height for all rail bike riders is 48 inches (4 feet).
- Maximum allowable weight is 250 pounds per person on the rail bikes.
- Closed-toe shoes must be worn at all times while on the rail bikes (bare feet, sandals, and flip-flops are not permitted).
- The Experience is a tobacco and pet free environment.
- Alcohol is not permitted on the rail bikes.
- Blue Ridge Scenic Excursions reserves the right to decline your booking on the grounds that your safety could be compromised. No person presenting himself or herself for a trip in an apparently intoxicated state or under the influence of drugs will be permitted to participate nor will any refund be issued.
- Always keep your safety belt fastened.
- Do not get out of the rail bike during the tour. Please make sure all your belongings are secured. If you drop something on the track it will be collected for you by the Experience staff.
- Parents / guardians are responsible for their minors and must ensure that they follow the instructions of the Experience staff.
- Keep a distance of at least 50 feet between yourself and the rail bike in front. Do not tailgate! There is a chance of serious injury to yourself or others if you collide with the rail bike in front- it is your responsibility to maintain a safe distance from the rail bike ahead.
- During tours, guests must conduct themselves in a way which is respectful of the privacy and security of adjacent homeowners and other riders.
- Every guest on the Experience accepts a legal and moral obligation to act responsibly on the tour as listed in the Terms & Conditions.

# Blue Ridge

## SCENIC RAILWAY

**ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY:** I understand that incidental to my participation in the Experience, I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand these risks may result from the actions, negligence and failure to act of myself and others (including, but not limited to, other individuals in attendance at the Experience and to the Released Parties, as defined below) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved that are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Experience.

I AGREE TO ASSUME ALL OF THE FOREGOING RISKS, AS WELL AS THE RISK OF ANY NEGLIGENCE BY OTHER PARTICIPANTS OR BY THE RELEASED PARTIES, AND THE RISK OF INJURY CAUSED BY THE CONDITION OF ANY PROPERTY, FACILITIES OR EQUIPMENT USED DURING THE EXPERIENCE, AND ACCEPT PERSONAL RESPONSIBILITY FOR ANY INJURY (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, DISMEMBERMENT AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY OR EXPENSE, OF ANY KIND OR NATURE, THAT I OR MY PROPERTY MAY SUFFER ARISING OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE EXPERIENCE.

ON MY OWN BEHALF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT OF KIN, I HEREBY RELEASE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE THE RELEASED PARTIES OF AND FROM ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY NATURE (“CLAIMS”) ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE EXPERIENCE, AND FURTHER AGREE TO INDEMNIFY AND HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE EXPERIENCE, AND FURTHER AGREE TO INDEMNIFY AND HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEYS’ FEES AND DISBURSEMENTS THROUGH AND INCLUDING ANY APPEAL. I UNDERSTAND THAT THIS RELEASE AND INDEMNITY INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTION OR INACTION OF ANY OF THE RELEASED PARTIES AND COVERS BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, AND LOSS BY THEFT OR OTHERWISE, WHETHER SUFFERED BY ME BEFORE, DURING OR AFTER SUCH PARTICIPATION. For the purposes hereof, the “Released Parties” are Blue Ridge Scenic Excursions LLC, its respective parents, subsidiaries and other affiliated or related companies, and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that I am physically fit for participation in the Experience and have not been advised otherwise. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Experience, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by any attending medical personnel if I am not able to act on my own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

# Blue Ridge

## SCENIC RAILWAY

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised (including, without limitation, in computer or other device applications, online websites, social media, advertisements, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, without compensation, residual obligations, reservation or limitation, or further approval. I further agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

**GOVERNING LAW:** This Waiver and Release Form will be governed by the laws of the State of Georgia, and any legal action relating to or arising out of this Waiver and Release Form will be commenced exclusively in the United States District Courts for the State of Georgia (or if such District Courts do not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction). I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

If the Participant is under the age of 18 years old, the following must be completed and signed:

I, the undersigned hereby warrant that I am the parent/guardian of \_\_\_\_\_ [print name], a minor, and have full authority to authorize the above Agreement for him/her, which I have read and approved.

PARTICIPANT (OR PARENT/GUARDIAN IF A MINOR)

Print Name:

---

Signature:

---

Date:

---