

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 locomotive ride along conducted by Blue Ridge Scenic Excursions LLC (“BRSE”) 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:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my participation in the Experience, I may be engaging in activities that are inherently dangerous and 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 further understand that the Released Parties has not made any express or implied warranties or representations regarding the safety, conditions, or other aspects 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

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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), POSSIBLE EXPOSURE TO AND ILLNESS FROM INFECTIOUS DISEASES INCLUDING BUT NOT LIMITED TO COVID-19, 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.

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.

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.**

PARTICIPANT :

Print Name: _____

Signature: _____

Date: _____