

ASSUMPTION OF RISK



Central Pasco and Gulf Railroad, Inc. County of Pasco, FL, And All of Their Employees/Volunteers

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP ALL LEGAL RIGHTS

In consideration for being permitted to participate in Central Pasco & Gulf Railroad, Inc. and County of Pasco, Florida and related activities (collectively, "activities") Conducted by Central Pasco & Gulf Railroad, Inc., County of Pasco, FL.

I/We, the undersigned, hereby agree as follows;

ASSUMPTION OF RISK: I/we agree that I/we and our child(ren)/ward(s) are voluntarily participating in the activities offered by CENTRAL PASCO & GULF RAILROAD, INC. including but not limited to, the use of the equipment, facilities and premises. I/we are assuming, on behalf of myself and/or my child(ren)/ward(s), **all risk** of personal injury, death or disability to me and/or my child(ren)/ward(s) that might result from said participation, or any damage, loss or theft of any personal property which I or my child(ren)/ward(s) may incur. I understand that the CENTRAL PASCO & GULF RAILROAD INC. is a ride that has live steam, diesel, gasoline or burning coal that may burn or injure passengers and that the ride may derail causing injury and/or death and that it has inherent risks. **I/we understand and accept the above risks of bodily injury related to this activity.**

RELEASE OF LIABILITY: I/we agree on behalf of myself and/or my child(ren)/ward(s) and my/their personal representatives, successors, heirs, and assigns to hold CENTRAL PASCO & GULF RAILROAD, INC. AND THE COUNTY OF PASCO, FLORIDA, ELECTED OFFICIALS, its affiliates, instructors, officers, directors, attorneys, volunteers, agents, employees, and members, as well as COUNTY OF PASCO, FLORIDA and tenants of the property and the owners, manufacturers and installer of the equipment comprising the CENTRAL PASCO & GULF RAILROAD, INC. ride (collectively, the "Releases") harmless from **any and all claims or causes of action** arising out of my and/or my child(ren)'s/ward(s)'s participation in the CENTRAL PASCO & GULF RAILROAD, INC., ride.

I expressly release and discharge Releases from **any and all liability, claims, demands or causes of action** whatsoever arising out of any damage, loss, personal injury or death to me and /or my child(ren)/ward(s), while participating in any of the activities, including without limitation, burning of skin, eyes, hair, from sparks, coal or oil fired steam engines or the derailling of railroad car while riding said railroad trains steam electrical, gasoline, or diesel powered. This release is valid and effective whether the damage, loss or death is a result of any **act or omission** on the part of any of Releases or from any other cause. This Waiver and release of all liability includes, without limitation, injuries, illness, or accidents, which may occur and a result of (a) use of the facility or its improper maintenance, (b) use of any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) instruction or supervision, or (e) slipping and falling while in the facility or on the surrounding premises. **I understand that I voluntarily give up my right to sue the above mentioned parties.**

I further grant the CENTRAL PASCO & GULF RAILROAD, INC. the right to photograph and/or videotape me and/or my child(ren)/ward(s) and to use my child(ren)'s/ward(s)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I/WE HAVE READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIBAILITY AND A WAIVER OF ANY RIGHT THAT I/WE MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD(REN)/WARD(S) TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST CENTRAL PASCO AND GULF RAILROAD, INC. OR THE COUNTY OF PASCO, FLORIDA AND IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY CENTRAL PASCO & GULF RAILROAD, INC. AND THE COUNTY OF PASCO, FLORIDA.

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree to the terms as stated above.

<u>Print Name of Adult Participant</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IF PARTICIPANTS UNDER EIGHTEEN (18)

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of myself and my child(ren)/ward(s), to the terms as stated above. I will further indemnify the Releases against any damages incurred as a result of any action by my child(ren)/ward(s) including attorney's fees and costs.

<u>Signature of Parent/LegalGuardian</u>	<u>Date</u>	<u>Employee/Volunteer/Witness</u>
_____	_____	_____

List Children, using FIRST and LAST names and AGE

<u>Child #</u>	<u>Age</u>	<u>Child #</u>	<u>Age</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EMAIL Address (for RR events only. List is not sold or distributed in any way) _____

for CPGRR use only:

A _____ C _____ Total Releases _____