

ASSUMPTION OF RISK / LIABILITY WAIVER

The Concourse Council Inc., a Florida 501(c) (3) corporation, d/b/a The Concourse Grand Railroad; The Grand Concourse Railroad, Inc.; and all their agents, employees/volunteers (hereinafter referred to as "releasees").

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

In consideration of being permitted to participate in The Concourse Grand Railroad and related activities (collectively, "activities") conducted by Grand Concourse Railroad, Inc. and The Concourse Council, Inc., 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 activities offered by releasees, including but not limited to the use of 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 my and/or my child(ren)/ward(s) that might result from said participation, or any damage, loss or theft of any personal property this I or my child(ren)/ward(s) may incur. I understand that The Concourse Grand Railroad is a ride that has moving parts with live steam, diesel, gasoline or burning coal that may burn or injure passengers and that the ride may derail or otherwise malfunction causing injury and/or death and that it is an activity that, by its very nature, has inherent risks.

I/we understand and accept the above risks of bodily injury and/or death 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 The Concourse Grand Railroad, Grand Concourse Railroad, Inc., and The Concourse Council, Inc., their affiliates, instructors, officers, directors, attorneys, volunteers, agents, employees, and members, as well as tenants of the property, and the owners, manufacturers and installers of the equipment comprising The Concourse Grand Railroad ride (collectively, and "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 Grand Concourse Railroad ride.

I expressly release and discharge releasees 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, but not limited to: burning of skin, eyes, hair, from sparks, coal or oil-fired steam engines or the derailing of railroad car while riding said railroad trains, regardless of how 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 releasees or from any other cause. This waiver and release of all liability includes, without limitation, injuries, illness, or accidents, including death, 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 or operation of any equipment, (d) inadequate instruction or supervision, or (e) slipping or tripping and falling while in the facility or on the surrounding premises. **Due to the possibility of accidents and injury, it is recommended that pregnant women not ride the train. If you choose to ride the train, you waive and release all liability as mentioned above.**

I understand that I voluntarily give up my right to sue the above-mentioned parties. I further grant The Concourse Grand Railroad 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 LIABILITY 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 THE CONCOURSE GRAND RAILROAD, GRAND CONCOURSE RAILROAD, INC., OR THE CONCOURSE COUNCIL, INC., AND IF ANY ATTEMPT TO BRING SUCH CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY THE CONCOURSE GRAND RAILROAD, GRAND CONCOURSE RAILROAD, INC. AND/OR THE CONCOURSE COUNCIL, INC.

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

PRINT NAME OF ADULT PARTICIPANT	SIGNATURE	DATE
_____	_____	_____
_____	_____	_____

IF PARTICIPANT IS UNDER THE AGE OF EIGHTEEN (18)

I have read the above, been given the opportunity to ask questions, consider its effects, understand its content, and agree, on behalf of myself and my child(ren)/ward(s), to the terms.

Signature of Parent/Legal Guardian	Date	Employee/Volunteer/Witness			
_____	_____	_____			
FIRST/LAST NAME OF CHILD PARTICIPANT	AGE	CHILD #	FIRST/LAST NAME OF CHILD PARTICIPANT	AGE	CHILD #
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

EMAIL Address for Events only. List is not sold or distributed in any way: _____