

Chattanooga Society of Model Engineers, Inc.

WAIVER Required of ALL Visitors

This form must be completed, signed and returned upon arrival on property and prior to riding on any train.

Participants under the age of 18 years must have the signed approval of their parent or legal guardian to ride a train.

Be it known that the Chattanooga Society of Model Engineers, Inc., its members and guests, including any Operators and Owners of trains at the Eagle Point Railroad, in conjunction with the property owners of the Eagle Point Railroad are engaged in the non-professional pursuit of the hobby of large scale model railroading and as amateurs, have built and maintain the equipment upon which you are about to ride. This equipment has not been inspected nor certified as safe by any government or official agency, nor is it represented to be safe by the Owners/Operators, Chattanooga Society of Model Engineers, Inc., nor property owners of Eagle Point Railroad. Ride at your own risk.

RELEASE, WAIVER AND INDEMNIFICATION

The undersigned participant and his/her parent or legal guardian (if under the age of 18 years), with full knowledge of the above, does hereby execute this RELEASE, WAIVER AND INDEMNIFICATION for him/her self and his/her heirs, successors, representatives and assigns and hereby agrees and represents as follows:

To release the Chattanooga Society of Model Engineers, Inc., its members, employees, volunteers, agents, representatives, other organizations affiliated with, Owners/Operators of trains operated at the Eagle Point Railroad and the property owners of the Eagle Point Railroad from any and all liability, loss, damage, costs, claims and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation with and/or riding on trains. The undersigned further agrees to indemnify the Chattanooga Society of Model Engineers, Inc., its members, employees, volunteers, agents, representatives, other organizations affiliated with, Owners/Operators of trains operated at the Eagle Point Railroad and the property owners of the Eagle Point Railroad and hold them harmless for any liability, loss, damage, cost, claim, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in said program. This indemnification shall include attorney's fees incurred in defending against any claim or judgment and incurred in negotiation and any settlement. It is understood and agreed the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonably withheld.

I/WE CHOOSE TO BE ON THE PROPERTY, PARTICIPATE IN CLUB ACTIVITIES AND RIDE ANY TRAIN AT MY/OUR OWN RISK.

Each Adult over 18 Must Complete A Separate Line and Sign

Full Name (please print): _____

Also, include all minor children under 18 (you must be Parent/Guardian)

Signature of Adult Participant: _____ Date: _____

Full Name (please print): _____

Also, include all minor children under 18 (you must be Parent/Guardian)

Signature of Adult Participant: _____ Date: _____

Full Name (please print): _____

Also, include all minor children under 18 (you must be Parent/Guardian)

Signature of Adult Participant: _____ Date: _____

Full Name (please print): _____

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