

**EAST TROY RAILROAD MUSEUM, INC.  
PHOTOGRAPHY EVENT**

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

This document serves as an agreement between East Troy Railroad Museum, Inc. d/b/a East Troy Electric Railroad (the "Museum"), and the participant named below (the "Participant") in connection with the special night and "blue hour" photo shoot on September 16, 2017.

This is a legal document that releases and waives certain legal rights you otherwise might have. **Please carefully read and understand this document before signing.**

**STATEMENT OF RISKS**

We wish to inform participants that being on railroad property is not risk-free. The same elements that contribute to this unique experience can also cause or result in physical injury, trauma and/or loss or damage to your person or equipment. We do not wish to reduce or limit your enthusiasm for the experience, but we do want you to know in advance what to expect and what we expect of participants to ensure their own safety.

**GENERAL RULES FOR PHOTO SHOOT:**

1. All event participants are required to attend a safety briefing prior to the event and sign the Assumption of Risk, Release of Liability and Indemnity Agreement below.
2. No participant may be closer than ten (10) feet of any tracks except as permitted by Museum staff.
3. No participant may ride on or interfere with any moving Museum equipment
4. Only authorized Museum staff may operate or move any Museum equipment.
5. No participant may leave the group to photograph on his or her own. Participants must remain in the presence of Museum staff.
6. Identification must be worn by all participants.
7. All participants must enter through the Museum depot.
8. Any rule or safety violation may result in cancellation of participation.
9. Climbing on or off Museum equipment is allowed only with permission from Museum staff and when accompanied by staff.

By signing below, Participant acknowledges that the foregoing list is not an exclusive or exhaustive list of all possible dangers, hazards or injuries that may occur while participating in this event.

## **ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

As lawful consideration for being permitted to participate in the photography event on September 16, 2017, I, on behalf of myself, and on behalf of my heirs, personal representatives, successors and assigns, hereby agree:

1. To assume all risks of injury, loss or damage to my person or equipment caused by or resulting from my participation in this event.
2. To comply with the above rules governing my participation in this event.
3. To indemnify, defend, save and hold harmless East Troy Railroad Museum, Inc. (the "Museum"), its officers, directors, members, volunteers and agents from and against any and all claims, demands, actions, liability, costs and expenses (including attorneys fees) for injuries to my person or loss or damage to my equipment caused by or resulting from my participation in this event.
4. To waive and release all rights against the Museum and its officers, directors, members, volunteers, and agents for recovery of losses and damages to the extent such losses and damages are covered by general liability or commercial umbrella liability insurance maintained by the Museum.

If any term or provision of this Agreement is found to be unenforceable or invalid, such shall not affect the other terms and provisions which shall remain valid and enforceable.

I have read and understand this Agreement and sign it freely and without inducement of any kind.

Participant signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Today's date: \_\_\_\_\_

Reservation #: \_\_\_\_\_

