

Rules of Conduct, Waiver and Release of Liability

IN CONSIDERATION of **Vance Creek Railriders LLC** (“VCRR”) allowing me to participate in any activity or event offered or organized by VCRR, LLC, which is railriding, but may include related activities (the “Activity”), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations/agreements pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”);

__ 1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Activity; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Activity. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activity. I acknowledge that railriding is a physical outdoor sport and subject to changeable outdoor conditions.

__ 2. I understand and acknowledge the physical and mental rigors associated with railriding, and realize that such activities may be inherently dangerous. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of VCRR, LLC; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activity, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as result of my participation in the Activity.

__ 3. I agree to be familiar with and to abide by the rules established for the activity, including but not limited to the following:

(I) MY BODYWEIGHT DOES NOT EXCEED 280 LBS. WEIGHT OVER LIMIT MAY CAUSE UNSAFE RIDING CONDITIONS AND DAMAGE EQUIPMENT.

(II) I WILL NOT MISUSE OR ABUSE THE EQUIPMENT. I WILL BE CHARGED A \$200 BREAKAGE FEE FOR EQUIPMENT I DAMAGE.

(III) I WILL REMAIN ON THE RAILRIDER & DISEMBARK ONLY WITH THE DIRECTION OR ASSISTANCE of an EMPLOYEE.

(III) I WILL WEAR A SEATBELT AT ALL TIMES WHEN SITTING ON THE RAILRIDER.

(IV) I WILL NOT INTENTIONALLY BUMP OTHER RAILRIDERS.

(V) I WILL STOP AT ALL ROAD CROSSINGS AND WILL CROSS ONLY WITH THE DIRECTION OF A VCRR EMPLOYEE

(VI) I WILL COME PREPARED APPROPRIATELY FOR THE WEATHER (DRINKING WATER, SUN OR WEATHER PROTECTION).

(VII) I UNDERSTAND THAT THIS IS AN OUTDOOR SPORT AND SUBJECT TO CHANGEABLE WEATHER CONDITIONS.

(VIII) I WILL **NOT SMOKE, OR VAPE** OR PARTAKE OF MIND ALTERING DRUGS OR ALCOHOL.

(VIII) I UNDERSTAND THAT NO PETS ARE ALLOWED ON THE RAILRIDERS.

__ 4. I accept sole responsibility for my own conduct and actions while participating in the Activity, and the condition and adequacy of my equipment.

__ 5. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless VCRR, LLC Property Owners upon which the Activity takes place, Law Enforcement Agencies and other Public Entities providing support for the Activity, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the “Released Parties” or “Activity Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney’s fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to my participation in the Activity, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone

on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing or agreeing to it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed and agreed to this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature or online agreement to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. *I have reviewed and will comply with the waiver.*

PHOTOGRAPHY: I understand that pictures and videos *may* be taken during this or other related events for promotional purposes. I agree to allow pictures and videos containing me or others in my group to be used for promotional purposes by VCRR, LLC, producers, sponsors, organizers and other contracted marketers.

Dated: _____

Signature

Printed Name

Address

City

State

Zip Code

Cell Phone number

Emergency Contact Name

Phone number

NAMES OF FAMILY MEMBERS: A SIGNATURE BY PARENT/GUARDIAN FOR MINORS UNDER 18 YEARS ACTS AS CONSENT ON BEHALF OF THE CHILD TO THE TERMS OF THE ABOVE ACCIDENT WAIVER AND RELEASE OF LIABILITY. (NAME AND AGE). Additional space on the back.

DEPARTURE DATE: _____ TIME _____ AUTHORIZED BY _____

PAYMENT AMOUNT: ONLINE _____ CARD _____ CASH _____

PRESENT THE COMPLETED FORM DURING CHECK IN.

HAVE A WONDERFUL ADVENTURE PEDALING THE RAILS! THANKS.