

 **Volunteer Waiver, Release And Hold Harmless Agreement**

In consideration of permission granted by the Colebrookdale Railroad Preservation Trust, (hereinafter, “Trust”) to allow me, from time to time, to be on Trust property, and/or to be engaged in volunteer activities (the “Activities”) sponsored by, for, or under the auspices of the Trust, and/or to use Trust equipment, I represent and agree to the following:

1.  I assume responsibility for all my actions while at the Trust, facilities, traveling to and/or from any such facility, or engaged in Activities.

2. I acknowledge that participating in the Activities may involve certain risks and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activities.

3. I waive all claims, demands, and causes of action against any of the Trust, its officers, directors, Trustees, agents or employees (the “Released Parties”) for any injuries, damages, losses or claims, whether known and unknown, which arise during or in connection with my participation in the Activities.

4. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity.

5. In the event of an accident, injury, or illness, the Released Parties do not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of an accident, injury, illness, death or property damage.

6. Further, I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. I currently have no known mental or physical condition that would impair my capability for full participation in any of the Activities for which I am currently volunteering, and if I should, in the future volunteer for other activities, I agree that I will only be allowed to do so as long as there is no physical or mental disability that would otherwise interfere with my ability to perform such volunteer work, and I agree that I will inform the Trust if any such disability or limitation arises that might impair my ability to perform the activity or would in any way endanger me or anyone else or the property of the Trust or the property of any other person engaging in activities on Trust property, facilities or anywhere the Trust may be holding events or functions

8. I agree that, in the event I should engage in any Activities in the future, this Waiver, Release and Hold Harmless Agreement shall be continue to be effective for all such future Activities. The Trust may however, ask me from time to time to update my waiver and release.

9 The execution of this Waiver and Release does not grant me permission or authority to be on Trust premises, or to use Trust equipment or facilities. Permission is granted from time to time, in writing or orally as the Trust shall, in its absolute discretion determine. Rather, execution of this Waiver, Release and Hold Harmless Agreement is a necessary condition of my being allowed on Trust property and/or to engage in any of the aforementioned Activities for or on behalf of the Trust.

10. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully

and I execute it voluntarily

EXECUTED this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Released Party’s Signature Released Party’s Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian Signature (if applicable) Parent/Guardian Printed Name