Waiver and Release of Liability Acknowledgment & Acceptance of Risk, Hazards & Dangers

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS

In consideration for my being permitted to participate in the activities of Train Mountain, I agree to the following Waiver & Release of Liability.

I acknowledge that there are aspects of Train Mountain that are inherently dangerous. Injury may result from terrain hazards and other risks which I may be exposed to when upon the property of, or participating in its program.

I understand the risks, hazards and dangers associated with Train Mountain and I have had the opportunity to discuss them with Train Mountain personnel. I agree that this document is sufficient warning of the risks, hazards and dangers at Train Mountain and that my participation in this activity is voluntary. I believe I am in good physical condition and possess the necessary skills and knowledge for me to participate safely in the activities at Train Mountain.

I waive any and all claims I may have against Train Mountain which are due to the inherent risks associated with Train Mountain, its premises and/or its program.

While participating in the activities at Train Mountain, and using its services, I agree to:

- **conduct myself in a proper manner;**
- **display courtesy and consideration in dealing with Train Mountain personnel and other persons on the premises;**
- **comply with all federal, state and local laws and regulations;**
- **no illegal drugs to be used or possessed on Train Mountain property at any time;**
- **observe and comply with all rules and regulations that Train Mountain may prescribe by either oral or written notice (posting on the premises) of safety and convenience to all persons on the premises.**
- **photography is permitted on the premises**

I acknowledge and understand that no guarantees, express or implied, are made by Train Mountain, its agents or employees as to the condition of its property, or of any improvements made.

I understand that I am a guest and if I am observed in violation of any law or regulation I can be asked to leave the property (with no refund of payment).

In consideration for the privilege of entering the premises of Train Mountain and to participate in its activities thereon, I agree to release, hold harmless and unconditionally indemnify and defend Train Mountain and its agents and employees against any and all liability, costs, expenses, claims and damages which Train Mountain, its agents or employees may at anytime suffer or sustain or become liable for by reason of any accidents or incidents, damages or other injuries, either to the person or property or both in any matter arising from the agreement or from operations or activities performed here under including but not limited to any negligent act or omission of Train Mountain and its agents or employees.

The exclusions and/or of liability in this document:

a. Only apply to the maximum extent permitted by applicable law and the exclusions and/or limitations shall be deemed to be worded to take effect to the maximum extent permitted by applicable law; and
b. Do not limit and/or exclude the liability of any person for any willful acts and/or which are intended to cause loss and/or damage to myself and/or my property.

Train Mountain shall be indemnified for all expenses required to enforce this agreement including court costs and reasonable attorney's fees.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT.

Print Name	Signature	Date

Address:	City	State/Prov	Zip	Country	email (optional)

Witness

A parent, legal guardian or custodian must list any persons under the age of 18 here _____

_____, and sign the following declaration.

I acknowledge that I have read, understand and voluntarily sign this waiver and release of liability agreement as it applies to the minor name below. I or _____ shall supervise this minor during the attendance of this minor on Train Mountain premises.

Print Name of Adult	Relationship to Minor	Signature	Date

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