

WAIVER AND HOLD HARMLESS AGREEMENT

1. This Document relates to tours of or any other visitation to the Jerry and Laura Jacobson Foundation, Inc. (Foundation) premises and the Roundhouse and any other facilities on said premises. The Roundhouse is a real working railroad roundhouse and railroad and rail car repair facility, where dangers exist, to include but not limited to those from the work being done, the tools, metal working and parts being used and other events incidental to and occurring during said tour.
2. In consideration for being allowed entry to the Jerry and Laura Jacobson Foundation, Inc. dba Age of Steam Roundhouse (AoSRH) premises, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE**, the Foundation, its members, directors, officers, agents, servants, or employees or their heirs and assigns (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever, known and unknown, arising out of or related to any loss, damage, injury, or illness, to include but not limited to illness caused by a pandemic event, including disability or death, that may be sustained by me, or any of the property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE**, while participating in such tour, or while in, on or upon the premises where the facility tour is occurring or any events incidental to said tour.
3. I am fully aware of the unusual risks involved and hazards connected with any kind of tour of the Foundation premises and Roundhouse, especially the operation of machine tools and related metalworking activity, and I hereby elect to voluntarily participate in said tour with full knowledge that said tour may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, ILLNESS OR PERSONAL INJURY, INCLUDING DISABILITY OR DEATH**, known and unknown, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such tour, or any events incidental to said tour, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.
4. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said tour, or any events incidental to said tour, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE**.
5. I understand that I should review my personal insurance portfolio for coverage for this visitation.
6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio.

7. In return for the visitation rights granted by this Release, I agree that any and all photographs and electronic images made by me with any type of recording device (e.g. film or digital cameras, digital or analog video recorders, cell phones, ipods, ipads, etc.) shall be for my personal viewing, and that all such photographs and electronic images shall **not** be used in any commercial manner, on websites, in books or magazines, *et.al.*, now or at any time in the future.
8. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same. I understand the legal consequences of signing the document, including (a) releasing the Releasees from all liability, except if the Releasees are found by a Court to have been grossly negligent or to have acted in bad faith or with willful and wanton misconduct, (b) waiving my right to sue the Releasees, and (c) assuming all risks of participating in the tour of the Foundation premises.

Signed on this _____ day of _____, _____.

Tour Participant: _____
Print Name Clearly Signature

IF THE TOUR PARTICIPANT IS A MINOR:

Visitation, tours or use of a ticket by an adult accompanying a minor indicates express representation that he/she is the parent or legal guardian of such minor or that he/she has obtained permission from the parent or legal guardian of the minor to agree to the above-referenced waiver on behalf of the minor(s) that he/she is accompanying.

Signed on this _____ day of _____, _____.

Print name of minor clearly

Print name of parent/guardian clearly
or accompanying adult

Signature of parent/guardian
or accompanying adult