

SAGEBRUSH
SHORT LINE RAILROAD
RELEASE OF LIABILITY AND INDEMNITY
Sagebrush Short Line Railroad
Owned by George and Linda Pruitt

I have requested the Sagebrush Short Line Railroad (SBSLRR) to permit me to be in, on or about the premises of the railroad, as authorized by the foregoing permit, solely as an accommodation to me. I fully understand that I, my family or friends may face risks of personal injury, death or property damage as a result of our presence on or about railroad premises, or as the result of acts or omissions of an officer, agent or employee of SBSLRR of defects in tracks other railroad facilities, land, locomotives, cars, trains or equipment (collectively referred to as "Loss"). I further understand that execution of the **RELEASE OF LIABILITY AND INDEMNITY** is a condition of SBSLRR's permission to allow me to be on or about SBSLRR premises.

In consideration of the foregoing, I hereby **ASSUME ALL RISKS** of any Loss while I am upon or about the tracks or other premises of SBSLRR and I, for myself, my heirs, executors, administrators, dependents, spouse and child or children, hereby **FOREVER ACQUIT, RELEASE AND DISCHARGE** SBSLRR, George and Linda Pruitt and the SBSLRR TIE OWNERS (volunteers) (collectively referred to as "Released Parties"), from any Loss that may be sustained by me or my family and friends while on or about SBSLRR premises, **even if the Loss is caused in whole or in part by the negligence, or negligence per se, or strict liability of the Released Parties or if the Loss results from a violation or alleged violation of any federal, state or local law or regulation by the Released Parties.** I further agree to **WHOLLY INDEMNIFY, DEFEND AND FOREVER SAVE HARMLESS** the Released Parties from and against any claims for such Loss **even if the Loss is caused in whole or in part by the negligence, negligence per se, or strict liability of the Released Parties or if the Loss results from a violation or alleged violation of any federal, state or local law or regulation by the Released Parties, including, but not limited to, the Federal Employers Liability Act ("FLEA"), the Safety Appliance Act, the Locomotive Inspection Act, and Occupational Safety and Health Act ("OSHA").** I further agree that this **Release of Liability and Indemnity** shall be a full and complete defense to any action for any and all types and kinds of damages or penalties which may be brought, instituted or taken by me, my heirs, executors, administrators, dependents, spouse, child or children for such Loss against the Released Parties.

Dated this day ____ of _____, 20__.

I HAVE READ AND UNDERSTAND THIS
RELEASE OF LIABILITY AND INDEMNITY:

(Print Name)

Witness: _____

(Address)

(Signature)