

## Assumption of Risk, Liability Release, and Indemnification Agreement

### READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

I wish to participate in a handcar tour and/or related services (the “Activity”) provided by Museum of Handcar Technology, LLC d/b/a Handcar Tours (“Handcar Tours”). In consideration of permission to participate in the Activity, I agree to the following terms:

- 1. Assumption of Risk.** I understand and acknowledge that use of railroad handcars is inherently dangerous. I understand that participation in the Activity involves known and unknown risks to myself and others that could result in damage to property, serious bodily injury, or death resulting from circumstances including, without limitation, collision, weather, inadequate physical condition or preparation, equipment failure, lack of proper equipment, lack of proper safety measures, road or track hazards, negligence by myself or third parties, negligence by Handcar Tours or its agents, or unanticipated dangers.
- 2. Liability Waiver and Release.** On behalf of myself and my heirs, assigns, personal representatives and estate, I hereby release Handcar Tours and its owners, employees, contractors, affiliates, agents, successors, and assigns and the Transportation Agency for Monterey County and its directors, officers and employees (collectively the “Released Parties”) from all liabilities, claims, demands, and causes of action arising from any damage, loss, injury, or death related in any way to my participation in the Activity. I understand that the foregoing release includes claims arising from the negligence of any of the Released Parties, except as expressly prohibited by California law.
- 3. Indemnification.** I agree to indemnify, defend, and hold harmless the Released Parties against any claims made by me or any party acting on my behalf to which the terms of Paragraph 2 apply and against any expenses, including but not limited to damages, court costs, and attorneys’ fees, related to such claims. In addition, I agree to indemnify, defend, and hold harmless the Released Parties against any claims made by any third party arising from any allegedly wrongful or negligent act or omission by me or otherwise arising from my participation in the Activity and against any expenses, including but not limited to damages, court costs, and attorneys’ fees, related to such claims.
- 4. Representations.** I represent that I am qualified and in adequate physical condition to participate in the Activity. I agree that I will not participate in the Activity while under the effects of drugs or alcohol or engage in any other act that exacerbates the risks to myself or others arising from my participation in the Activity. During my participation in the Activity, I agree to follow all applicable laws and regulations and to follow all rules and instructions of Handcar Tours and its agents. I understand that any breach of the terms of this paragraph will result in immediate termination of the Activity without any right to recovery of fees.
- 5. Photography and Video Release.** I understand that photographs and/or video may be taken of me during or in connection with the Activity. I hereby grant to Handcar Tours, its successors, licensees, and assigns permission to use my name, voice, image, and likeness in any form, without restrictions, and for any purpose. I hereby waive any claim or rights in connection with such use, including any right of publicity or copyright.
- 6. General.** I agree that this agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of California. I agree that any dispute arising from this agreement or the Activity shall be brought in a state court located in Monterey County, California

or in a federal court located in the Northern District of California, and I agree that said courts shall have sole and exclusive venue and jurisdiction over matters related to the Activity. In the event any provision of this agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, and this agreement shall thereafter be construed and enforced as if said illegal or invalid provisions had never been included therein. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**If participant is under the age of 18 or otherwise considered a legal minor, signature of parent or legal guardian is required:**

I represent that I have authority to enter this agreement on behalf of the participant and make decisions on behalf of the participant in connection with the Activity. I hereby agree to the terms of this agreement on the participant's behalf.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name