



Release and Indemnity Agreement

This is a legal release of liability and warning - Read it Carefully!

Entering a railroad area may result in your great bodily injury or death. You may be injured or killed as a result of your acts, the acts of others, or from hazards on the premises -- even when you are acting with care.

If you do not agree to this complete and total release of liability, please stop! If you do not completely assume all seen and unforeseen risks of entering a railroad area, please stop! If you do not agree to indemnify the Railroad (as defined below) for any and all injury or damage caused by you to others or their property, please stop!

You agree to release, hold harmless, and indemnify Golden Gate Railroad Museum, Inc., the Northwestern Pacific Railroad Company, Victory Station LLC, and Sonoma Marin-Area Rail Transit, including, but not limited to, the entities, their owners, investors, employees, volunteers, contractors, subsidiaries, lessees, sublessees, licensees, and guests (collectively, the "Railroad") for *any and all* liability, including, but not limited to, *any and all* injuries to you or others, including death, and *any and all* damage or destruction of your property, and the property of others.

You agree to release, hold harmless, and indemnify the Railroad for injuries and property damage or destruction that results from your acts, acts of others, and hazards on the premises; including any and all acts and hazards including, but not limited to, those that are unknown, unforeseen, or unidentified.

This release will continue in effect until it is canceled by you. To be effective, such cancellation must be in writing, delivered by certified mail to the agent for service of process listed with the California Secretary of State. If you cancel this release in writing or have not agreed to this release, you are prohibited from entering any railroad property; if you enter railroad property, you are trespassing. The Railroad reserves its legal and equitable rights and remedies regarding your trespass, including, but not limited to, assisting local, state, and federal law enforcement in bringing criminal trespass charges for your unauthorized entry.

This agreement is effective against you, your heirs, and assigns. If any provision of this release is found to be unenforceable, the remaining provisions of this agreement shall continue in full effect. You agree to complete non-binding mediation before challenging this release, and, only if unsuccessful, you agree to bring any and all claims in Marin County, California.

Your Name: _____

Acknowledgement: _____

Date: _____