

**BIG LICK TRAIN TUG
PARTICIPANT AGREEMENT, RELEASE,
AND LIABILITY WAIVER AND MEDIA CONSENT**

In consideration for the Big Lick Train Tug (hereinafter referred to as "Train Tug")
a c c e p t i n g a n d a l l o w i n g m e , (P r i n t N a m e)
_____ , to participate in its 2018 event:

1. I acknowledge and agree that my participation in the Train Tug and its activities, including but not limited to Train Tug practices, involve both known and unanticipated risks that may result in my or others' physical injury, paralysis, death, and/or damage to my or others' property. I understand that such risks cannot be eliminated and include but are not limited to exertion injuries to wrists, arms, shoulders, and backs; slips and falls; heart attack; and any and all such other risks.

2. I expressly agree to voluntarily accept and assume all of these risks and any other risks, known or unknown, involved in these activities. My participation in these activities is purely voluntary. I elect to participate in spite of these known and any unknown risks.

3. On behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, I hereby release, discharge, and waive any claims I may have against the Big Lick Train Tug, The Presbyterian Community Center, Inc., Virginia Museum of Transportation, Inc., Big Lick Entertainment LLC, sponsors, and their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf which are in any way connected with my participation in these activities or my use of Train Tug's equipment or facilities, including any such claims which allege negligent acts or omissions. I further agree that in the event Train Tug is required to incur attorney's fees or costs to enforce or defend this agreement, I agree to pay, indemnify and hold them harmless for all such attorney fees and costs.

4. I represent and agree that I either have adequate insurance to cover any injury or damage I may cause or suffer while participating in Train Tug, or I will bear the costs of such injury or damage myself.

5. I agree that any litigation arising out of my participation in Train Tug shall be filed in the Courts of the City of Roanoke, Virginia, and that the law of the Commonwealth of Virginia shall apply in any such action notwithstanding the conflict of law rules of this or any other state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. I consent to the unrestricted use of my image, in connection with the Train Tug, including but not limited to any photographs, audio or video recordings, or use of my name in connection with television, radio, electronic or print media.

I have read this agreement, understand it and agree that I am bound by its terms.

If Participant is under 18, Parent or Guardian prints Participant's name and signs below and completes and signs Page 3.

Date: _____
Signature of Participant

Signature of Parent/Guardian

Participant's Name (please print)

Participant's Phone Numbers

Participant's Address

City, State, Zip Code

TEAM NAME

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (FOR PARTICIPANTS UNDER 18)

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration for my child or ward, _____(print name) (hereinafter referred to as "Minor"), being accepted and allowed by the Train Tug to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless Train Tug from any and all claims which could be brought by me or on behalf of Minor and which are in any way connected with the participation by Minor in the Train Tug.

Date: _____

Signature of Minor's Parent or Guardian

Parent or Guardian's Name (please print)

Parent or Guardian's Address

Parent or Guardian's Phone Numbers