



DATE: \_\_\_\_\_  
 TIME: \_\_\_\_\_  
 PAX: \_\_\_\_\_

**Assumption of Risk, Waiver and Release Form**

I understand and accept that railbike riding exposes me to many potential hazards that could result in death, personal injury and loss of or damage to property. I assume all risk of injury or loss of life to myself and loss or damage to property arising out of railbiking. I accept full responsibility for any and all damage or harm to my equipment or to me while participating in this activity. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants and also, any encounters by insects or animals.

I release and discharge Revolution Rail Company Adirondack, LLC, and its officers, agents and employees, from and against any and all claims for injury, illness, death or loss or damage to property which I may suffer while railbiking, regardless of whether such claims are based upon breach of contract, breach of warranty or any other legal theory.

I grant to Revolution Rail Company Adirondack, LLC, and its officers, agents and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Revolution Rail Company New Jersey LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Revolution Rail Company Adirondack, LLC may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and internet/web content.

	PRINT NAME	SIGNATURE	DATE
<b>RIDER 1</b>			
<b>RIDER 2</b>			
<b>RIDER 3</b>			
<b>RIDER 4</b>			
<b>RIDER 5</b>			
<b>RIDER 6</b>			

**PARENT/GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD).** The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of this form set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

PRINT CHILD'S NAME	CHILD'S AGE	SIGNATURE OF PARENT/GUARDIAN	DATE