



**AMADOR CENTRAL RAILROAD CORPORATION (ACRC)**

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**  
**PLEASE READ CAREFULLY BEFORE SIGNING.**

**PLEASE NEATLY PRINT ALL INFORMATION**

FIRST & LAST NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

I accept full responsibility for myself and to hold harmless, release, and indemnify ACRC, its owners, agents and volunteers for any personal injury, death, and/or property damage that may arise from my participation as a passenger on the **AMADOR CENTRAL RAILROAD** or as a volunteer of the **AMADOR CENTRAL RAILROAD CORPORATION**.

I hereby release ACRC, its owners, agents and volunteers, from all liability to me or my property resulting from their own acts or negligence. I understand that ACRC are not responsible for the consequences of their own negligence, that is their failure to use reasonable care in any way during the operation of this recreational railroad. I acknowledge that I freely and expressly assume and accept the result of participating in the activities of this railroad.

**I understand that I am aware that the railroad environment is a HAZARDOUS ACTIVITY.** I understand that recreational railroading involves a risk of injury to any and all parts of my body. I hereby freely and expressly assume and accept all responsibility for any and all risks of property damage, personal injury or death while participating in this activity.

**I CONTRACTUALLY AGREE** that any and all disputes between myself arising from my participation in the activity or use of this railroad corridor including any claims for personal injury and/or death will be **GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA** and **EXCLUSIVE JURISDICTION** thereof will be in the state court residing in Amador County where the alleged tort occurred or the federal courts of the State of California.

**IN THE EVENT ANY SECTION OF THIS RELEASE IF FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE. THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.** This release shall be binding upon assignees, subrogates, distributors, heirs, next of kin, executors, personal representatives and administrators and may be pled by ARCR as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the participant. I have read the above paragraphs and fully understand them.

**PLEASE SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***I UNDERSTAND THAT MY SIGNATURE EXPRESSLY WAIVES ANY RIGHTS I MAY HAVE TO SUE ACRC FOR INJURIES AND DAMAGES.***