

VOLUNTEER WAIVER AND HOLD HARMLESS AGREEMENT

This Waiver and Hold Harmless agreement (Agreement) is entered into by the undersigned volunteer (Volunteer) in favor of the Jerry and Laura Jacobson Foundation, Inc. dba Age of Steam Roundhouse (Foundation), a nonprofit corporation and its members, directors, officers, agents, servants and/or employees or their heirs and assigns.

The Volunteer desires to work as a volunteer for the Foundation and engage in the activities related to being a volunteer for group tours, open visitations, training, orientations, safety training or other events. The Volunteer understands that the Foundation premises are a real working railroad roundhouse and railroad and rail car repair facility, where dangers exist, to include but not limited to those from work being done, the tools, metal working and parts being used and other events incidental to those activities.

The Volunteer hereby freely, voluntarily, and without duress executes this Agreement under the following terms:

1. In consideration for being allowed to serve as a volunteer for the Foundation, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Foundation, its members, directors, officers, agents, servants, or employees or their heirs and assigns (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever, known and unknown, arising out of or related to any loss, damage, or injury, including disability or death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, while participating as such Volunteer, or while in, on or upon the premises.
2. I am fully aware of the unusual risks involved and hazards connected as a Volunteer on the Foundation premises and Roundhouse, especially the operation of machine tools and related metalworking activity, and I hereby elect to voluntarily participate in said Volunteer services with full knowledge that said activities may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DISABILITY OR DEATH, known and unknown, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such volunteer activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my volunteer activities, or any events incidental to said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE.
4. I understand that I should review my personal insurance portfolio for coverage for these volunteer activities.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio.
6. I grant unto the Foundation all right, title, and interest in any and all photographic images and video or audio recordings that are made by me or the Foundation during my work with the Foundation, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

7. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Ohio. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

8. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same. I understand the legal consequences of signing the document, including (a) releasing the Releasees from all liability, except if the Releasees are found by a Court to have been grossly negligent or to have acted in bad faith or with willful and wanton misconduct, (b) waiving my right to sue the Releasees, and (c) assuming all risks of participating in the tour of the Foundation premises.

Signed on this _____ day of _____, _____.

Volunteer: _____
Print Name Clearly Signature

Address: _____
 Phone day: _____ Evening: _____ Cell: _____
 Email: _____

In case of emergency, contact:

Name: _____ Relationship: _____
 Address: _____
 Phone day: _____ Evening: _____ Cell: _____
 Email: _____

All allergies, medication, or other information needed in an emergency:

