

## **WAIVER AND HOLD HARMLESS AGREEMENT**

1. This Document relates to tours of or any other visitation to the Jerry and Laura Jacobson Foundation, Inc. (Foundation) premises and the Roundhouse and any other facilities on said premises. The Roundhouse is a real working railroad roundhouse and railroad and rail car repair facility, where dangers exist, to include but not limited to those from the work being done, the tools, metal working and parts being used and other events incidental to and occurring during said tour.
2. In consideration for being allowed entry to the Jerry and Laura Jacobson Foundation, Inc. dba Age of Steam Roundhouse (AoSRH) premises, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE**, the Foundation, its 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 in such tour, or while in, on or upon the premises where the facility tour is occurring or any events incidental to said tour.
3. I am fully aware of the unusual risks involved and hazards connected with any kind of tour of the Foundation premises and Roundhouse, especially the operation of machine tools and related metalworking activity, and I hereby elect to voluntarily participate in said tour with full knowledge that said tour 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 tour, or any events incidental to said tour, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.
4. 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 participation in said tour, or any events incidental to said tour, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE**.
5. I understand that I should review my personal insurance portfolio for coverage for this visitation.
6. 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.

