

APPENDIX 'B'

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Please Read Carefully

In consideration for receiving permission to participate in any volunteer activity of the Whitewater Valley Railroad, Inc. ("Railroad"), its successors and assigns, I hereby release, waive, discharge and covenant not to sue, Railroad, its members, officers, agents, servants, family members, estate or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including 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 activity, or while in, on or upon the premises where the activity is being conducted.

I understand that this waiver and hold harmless agreement is in full force and effect until revoked by me in a writing delivered to the Railroad.

Dated this _____ day of _____ 20__

Volunteer: _____

Printed Name _____

Parent or Legal Guardian
If Volunteer is a Minor

Printed Name