



**GENERAL RELEASE
AND INDEMNIFICATION AGREEMENT**

I, (Individual Name) _____, hereby release Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad and the State of New Hampshire, their agents and employees, from all liability, and further agree to save harmless the Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad and the State of New Hampshire, their agents and employees, from all suits and actions or claims of any character, name or description brought for, or on account of any injuries or damages arising out of this motor car trip, Hi-rail trip, or work within the railroad Right-of-Way on
(Date of Event) _____, limited to the hours between sunrise and sunset from (approximate location) _____ to _____ on the State-owned Mountain Division Railroad Line and the tracks, right-of-way and property of Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad. Nothing contained herein shall constitute a waiver or release any claim the above referenced individual may have against any third party arising out of or related in any way to the above referenced activity.

FURTHER:

I have read fully, understand and agree to comply in all respects with all the rules & regulations as set forth in **APPLICABLE RULEBOOKS ("RULE BOOK NUMBER 22"), SUPPLEMENTS, AND BULLETIN ORDERS** of the Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad.

In consideration of Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad as the contracted operator on the Mountain Division Rail Line, granting to the undersigned the permission to enter upon its property and the property of the State of New Hampshire (Mountain Division Railroad Line), for the purpose of operating a motorcar, motorized track car, inspection car, section car, gang car, speeder, hi-rail vehicle, etc. upon the rails and property of the State of New Hampshire and Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad including all sidings and branches, the undersigned, well knowing and appreciating the risk and danger assumed by him or her and that neither the State of New Hampshire nor Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad is under any duty or obligation to give such permission, hereby assumes all risk of injury to his or her person (including death) or loss or damage to his property occurring or arising while operating a motorcar, motorized track car, inspection car, section car, gang car, speeder, hi-rail vehicle, etc. or from being upon said right-of-way, premises, or structures, the undersigned and next of kin, hereby releases and forever discharges said State of New Hampshire and Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad their successors and assigns from any and all claims, demands, damages, actions, causes of action which the undersigned, his or her executor or administrator, and his or her heirs at law or next of kin, have, or might have against the State of New Hampshire or Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad its successors and assigns, whether due in whole or in part to the condition or operation, negligent or otherwise, of the officers, agents, servants, employees, or invitees of Profile Mountain Holdings Corporation d/b/a Conway Scenic Railroad

I have read the above release carefully and understand that I am assuming all risks of every kind as set forth in said release in exercising the permission above granted.

Print Name: _____, _____, _____
(Last) (First) (Middle)

Date: _____ **SIGNATURE:** _____

(Street) _____

(City) _____ (State) _____ (Zip) _____ (Phone) _____

NOTE #1: This form for use with motorcar groups for work/motor sessions. Every participant must sign a form. If individual is a minor, parent or guardian must sign.

NOTE #2: Original to be retained by the Operating Railroad.

Copy to be forwarded to:

***New Hampshire Department of Transportation
Bureau of Railroads and Public Transportation
P.O. Box 483, 91 Airport Road
Concord, NH 03302-0483***