

STATE OF MAINE

DEPARTMENT OF TRANSPORTATION

Permit to Enter onto State-owned Railroad Property

(Individual)

WHEREAS, \_\_\_\_\_ (name), \_\_\_\_\_ (address) , \_\_\_\_\_(city/state/zip) (hereinafter "Permittee") has requested the permission of STATE OF MAINE DEPARTMENT OF TRANSPORTATION (hereinafter "MDOT") to enter and be upon or about the right of way, or other premises, of its Railroad between \_\_\_\_\_ and \_\_\_\_\_ for their own purposes and benefit, and particularly for the purpose of track maintenance.

NOW, THEREFORE, MDOT hereby grants permission, for a period of \_\_\_\_\_ day(s), \_\_\_\_\_, subject to cancellation at any time and in no event to be assignable or transferable, to \_\_\_\_\_(name) to enter or be upon or about its right of way or other premises, at the location described above solely for the purpose specified above and no other purposes: provided, however, that:

- 1) Permittee shall advise Mr. Jeffrey Beecher at (207)624-3592 of his intention to access the premises prior to such access; and
- 2) This permission shall be of no force and effect unless and until said Permittee duly signs and executes the GENERAL RELEASE AND INDEMNITY which is hereinafter set forth.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Nathan Moulton  
Office of Freight and Business Services

GENERAL RELEASE AND INDEMNITY

In consideration of MDOT granting to the undersigned the permission above described, the undersigned, understanding the risk and danger assumed by him and attendant upon his exercise of said permission and that MDOT is under no duty or obligation to give such permission, hereby assumes all risk of injury to the Permittee (including death) and of loss of or damage to his property occurring or arising while or resulting from being upon or about the said right of way, or other premises, of the said MDOT, whether due in whole or in part to the condition of operation, negligent or otherwise, of said right of way, or other premises, or in whole or in part to the acts or omissions,

negligent or otherwise, of the officers, agents, servants, or employees of said MDOT or otherwise: and the undersigned for himself, his executor, administrator, heirs at law, next of kin and his successors and assigns hereby releases and forever discharges said MDOT, its successors and assigns from any and all claims, demands, actions and causes of action which the undersigned, his executor, administrator, heirs at law, next of kin and his successors and assigns have, could or might have against the said MDOT, its successors and assigns, for injury to his person (including death) and loss of or damage to his property occurring or arising while, or resulting from, being upon or about said right of way or other premises of the said MDOT, whether due in whole or in part to the condition or operation, negligent or otherwise, of said right of way, or in whole or in part to the acts or omissions, negligent or otherwise, of the officers, agents, servants, or employees of the said MDOT or otherwise. Further, the Permittee agrees to indemnify and hold harmless MDOT, its successors and assigns, from any and all loss, cost, claims, demands, damages, actions and causes of action, including attorney's fees, which the undersigned, his executor, administrator, heirs at law, next of kin and his successors and assigns, have, could or might have against the said MDOT, its officers, agents, servants, or employees, as well as its successors and assigns, for injury (including death) and loss of or damage to Permittee's property occurring or arising while or resulting from, being upon or about said right of way, or other premises, of said MDOT, whether due in whole or in part to the condition or operations, negligent or otherwise, of said right of way, or other premises or in whole or in part to the acts or omissions, negligent or otherwise, of MDOT, its officers, agents, servants, or employees, or otherwise.

I HAVE READ THE ABOVE RELEASE AND INDEMNIFICATION AGREEMENT CAREFULLY AND I UNDERSTAND THAT I AM ASSUMING ALL RISKS OF EVERY KIND AS SET FORTH IN SAID RELEASE IN EXERCISING THE PERMISSION GRANTED ABOVE.

Dated:

PERMITTEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NAME

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
GUEST