

**State of New Hampshire Department of Transportation**

**Permit to Enter onto State-owned Railroad Property**

\_\_\_\_\_WHEREAS,(hereinafter "Permittee") has requested the permission of STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (hereinafter "NHDOT") to enter and be upon or about the right of way, or other premises, of its Railroad on the Vermont Rail System for their own purposes and benefit, and particularly for the purpose of recreation.

NOW, THEREFORE, NHDOT hereby grants permission, for(date)\_\_\_\_\_, subject to cancellation at any time and in no event to be assignable or transferable, to permittee, 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 the Permittee has permission of subject railroad.

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 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**

**GENERAL RELEASE AND INDEMNITY**

In consideration of NHDOT 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 NHDOT 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 NHDOT, 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 NHDOT 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 NHDOT, 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 NHDOT, 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 NHDOT, 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 NHDOT or otherwise. Further, the Permittee agrees to indemnify and hold harmless NHDOT, 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 NHDOT, 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 NHDOT, 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 NHDOT, 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.

PERMITTEE (print) \_\_\_\_\_

PERMITTEE (sign) \_\_\_\_\_ DATE \_\_\_\_\_

# Vermont Rail System

## INDEMNIFICATION AND GENERAL RELEASE AGREEMENT

\_\_\_\_\_ I, for the purpose of operating on-track equipment on the State of New Hampshire's CONCORD to LINCOLN corridor, do hereby agree to defend, indemnify and hold harmless the State of New Hampshire and the Vermont Rail System, their successors, assigns, officer, agents, employees against any and all loss, cost, damage and expenses, including damage to the State's property and the Railroad's property or to property of others, injury or death to State's or Railroad's employees or to others, due directly or indirectly in any way to the use of the above-mentioned railroad corridor. This permission is in effect (date)\_\_\_\_\_

FURTHER:

I have read and fully understand and agree to comply in all respects with the document entitled:

### NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF RAIL AND TRANSIT

### GUIDELINES GOVERNING THE OPERATION OF ON-TRACK EQUIPMENT ON STATE-OWNED RAIL CORRIDOR FROM CONCORD TO LINCOLN

Name (print) \_\_\_\_\_

Name (sign) \_\_\_\_\_ Date \_\_\_\_\_

Original to be retained by the Operating Railroad. Copy to be forwarded to:

New Hampshire Department of Transportation  
Bureau of Rail and Transit  
PO Box 483  
Concord NH 03302-0483