

RELEASE AGREEMENT

I have requested permission to enter upon the property of _____ (“Railroad”) on _____, 20__ for the _____ site visit. In consideration of my being permitted to enter upon the property of Railroad on such date, I hereby assume all risks of injuries (including death) and loss of or damage to property that may be sustained by me while entering, presiding on, or exiting the Railroad’s property and expressly agree to release and hold harmless Railroad and its affiliates and each of their officers, directors, employees and agents (the “Released Parties”) from any and all liability, claims, costs and expenses (including reasonable attorney’s fees) for such injuries or property damage, arising from any cause whatsoever **including, but not limited to, any negligence on the part of the Released Parties.**

I acknowledge the risks of entering, presiding on, and exiting the property of Railroad and agree to exercise due care for my own personal safety and the safety of others while on Railroad property. I agree to comply with all orders, rules, regulations and policies of Railroad. I understand and agree that I must be accompanied by a Railroad employee at all times I am on Railroad property and that Railroad may revoke the permission to access Railroad’s property at any time and for any reason.

Witness

Date: _____

Date: _____