



Tri-City Railroad Company
PO Box 1700
Richland, Washington, 99352
Telephone: (509) 371-8313
fax: (509) 582-4964

VISITOR

VISITOR RELEASE, WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT

This Release, Waiver of Claims and Indemnification Agreement ("Agreement" or "Release") is executed by _____, on behalf of itself and its directors, employees, affiliates, subsidiaries, agents and assigns (Collectively the "Visitor"), in favor of Tri-City Railroad Company, and its directors, officers, employees, affiliates, subsidiaries, agents and assigns. (Collectively "TCRY")

Purpose of Visit: _____ Intended Visit Date: _____

Names of Visitors in Group: _____

The Visitor, in consideration for being allowed to enter the property occupied and/or controlled by TCRY ("The Premises"), agrees as follows:

1. **Readiness and Compliance with Law.** Visitor certifies that it is in compliance with all local, state and federal laws related to its activities.
2. **Assumption of Risk.** Visitor understands that being on The Premises may expose Visitor to hazardous conditions and activities, including, but not limited to, defects in the track roadbed, defects in railcars, train operations and the operation of equipment. Visitor hereby expressly and specifically agrees to assume the risk of injury or harm.
3. **Release and Hold Harmless.** Visitor hereby releases and forever discharges and holds harmless TCRY and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind or nature, either in law or equity, that arise from, or are in any way connected with, Visitor being on The Premises.
4. **Waiver of Claims.** Visitor understands and acknowledges that it expressly waives any demands or claims against TCRY, with respect to any bodily or other injury, illness, death, or property damage that arise from, or are in any way connected with, Visitor being on The Premises.
5. **Indemnity.** Visitor shall defend, indemnify and hold TCRY harmless from any and all actions, claims, demands, losses, costs, damages, expenses and attorney's fees, which may be brought against TCRY or which TCRY may incur, arising from, or are in any way connected with, the Visitor being on The Premises.
6. **Other** Visitor understands and agrees that this Agreement should be liberally construed to provide TCRY with full and complete protection from liabilities arising from, or are in any way connected with, the Visitor being on The Premises.
7. **Escort:** Visitor hereby agrees to remain with the assigned escort at all times while on The Premises.

By signing below, Visitor acknowledges that it has read and understands the Agreement, which shall be effective as of the date given below, and agrees to its provisions.

Signature

Date