

**APPLICATION FOR PERMISSION TO VOLUNTEER
AND
WAIVER AND RELEASE OF ALL LIABILITIES**

NOTICE

By signing this document, you are waiving and giving up important legal rights in the event of any property damage, disease, illness, injury, incapacity, or death in connection with volunteer services to Illinois Railway Museum. Your signature warrants that you fully understand the risks and hazards involved and the extent to which you are waiving and giving up your legal rights.

(Print name) _____

(herein, "Volunteer"), hereby applies for permission to volunteer in the operations and activities of the Illinois Railway Museum ("IRM"). In consideration for such permission, Volunteer agrees and states as follows:

1. Volunteer hereby offers his services to IRM, for such uses and purposes in support of IRM's operations and activities as IRM may specify and designate.
2. Volunteer agrees to perform such services at such time and place (whether on or off IRM's premises) and in such a manner as may be directed by IRM. Provided, however, that Volunteer is free to specify the times and locations at which Volunteer's services shall be made available to IRM, and is further free to reject or refuse to perform any services which Volunteer deems to be unsafe, hazardous, or otherwise unsuitable or inappropriate to Volunteer's training, ability, experience, or capabilities.
3. Volunteer agrees that he shall fully comply with all rules, regulations, and requirements promulgated by IRM and with all orders and directions of any administrative, supervisory, or operating personnel, and that he shall at all times exercise reasonable care for his own safety and the safety of all other persons and property. Volunteer further agrees that should he be accompanied by any minor ("accompanying minor") while performing such services, said minor shall at all such times remain under the Volunteer's direct and continuous care, custody, control, and supervision, and that Volunteer shall be solely and exclusively responsible for the safety and well-being of said minor in each and every respect.
4. Volunteer acknowledges that IRM's operations and activities, including but not limited to the acquisition, collection, transportation, storage, maintenance, repair, restoration, movement, operation, use, and display of railway equipment, structures, trackage, tools, and all other appurtenant devices and equipment, involves inherent dangers and risks which cannot be eliminated with any amount of care or caution exercised by Volunteer, IRM, or others. Volunteer hereby warrants that he has made and will make all inquiries and inspections as Volunteer deems necessary, that he has fully satisfied and will satisfy himself as to his knowledge and understanding of the nature and extent of such risks prior to encountering or undertaking such risks, and that Volunteer hereby voluntarily assumes any and all risks of property damage and of physical or mental disease, illness, injury, or incapacity, including death ("resultant damages") arising out of Volunteer's services to IRM.
5. Volunteer further acknowledges that IRM's operations and activities may utilize railway, commercial, and industrial equipment, structures, trackage, tools, and other appurtenant devices which may be of poor quality, antique, or in ill-repair, which are maintained and utilized by volunteers rather than professional maintenance and operating personnel, and which are not warranted to meet or comply with any Federal or State regulations, railroad industry standards, or standards of merchantability or fitness for any particular purpose which might otherwise be applicable.
6. Volunteer acknowledges that he may not be deemed to be an employee of IRM under the Illinois Worker's Compensation Act, the Illinois Structural Work Act, Occupational Safety regulations, Federal Employers Liability Act, or any other State or Federal statute, law, regulation, ordinance, or rule relating in whole or part to the rights, privileges, and protections for employees or to provisions for the insurance, compensation, health, or safety of employees, and that any such rights, privileges, protections, and provisions may not be available or applicable to Volunteer.

7. Volunteer hereby forever fully releases and discharges IRM and each of its officers, directors, employees, members, volunteers, agents, attorneys, insurers, and each of their heirs, successors, and assigns (herein, "Released Parties") from any and all liability of any nature whatsoever for resultant damages to Volunteer, Volunteer's spouse, or any accompanying minor, whether by statute or regulation or by contract, negligence, strict liability, or product liability, in whole or part arising from or in connection with Volunteer's services. Said release and discharge shall be effective regardless of whether such resultant damages result in whole or part from Released Parties' sole or concurrent negligence or fault.

8. Volunteer agrees that he will not make, assert, file, or prosecute any action, suit, claim, or demand of any nature whatsoever against the Released Parties for any resultant damages to Volunteer, Volunteer's spouse, or any accompanying minor, nor permit or allow any other persons or entities to do so. Volunteer further agrees that he will fully indemnify, defend, and hold Released Parties harmless from all costs, fees (including attorneys' fees), expenses, settlements, judgments, and awards incurred in connection with any action, suit, claim, or demand made against Released Parties by or on behalf of Volunteer, Volunteer's spouse, or any accompanying minor, or by any other person or entity relating to or arising in whole or part from Volunteer's services and such resultant damages.

9. Volunteer intends that this document shall fully and completely bar and prevent the filing or assertion or recovery on any type of action, suit, claim, or demand of any nature against Released Parties by or on behalf of Volunteer, Volunteer's spouse, or any accompanying minor, or by any other person or entity relating to or arising in whole or part from Volunteer's services and such resultant damages. Volunteer intends for this document to be binding upon Volunteer, Volunteer's spouse, any accompanying minor (and said minor's parents and legal guardian if other than Volunteer), and Volunteer's children, siblings, parents, personal representatives, guardians, conservators, heirs, assigns, agents, insurers, and any other person or entity asserting any claim of any nature arising from or relating in whole or part to Volunteer's services and such resultant damages. A copy of this document shall be a full and complete defense to any such action, suit, claim, or demand before any court or any regulatory or administrative body.

10. Volunteer has carefully and fully read this document in its entirety, and has signed it freely and voluntarily after due consideration of its content, meaning, and effect. Volunteer acknowledges that IRM's acceptance of Volunteer's services is made in consideration of Volunteer's execution of this document.

11. Volunteer is an adult, and warrants that he is competent to execute this document, or in the alternative, Volunteer is a minor who will be accompanied by a parent or legal guardian at all times Volunteer is performing services pursuant to this document. By also executing this document, Volunteer's parent or legal guardian warrants that such person is competent to execute this document, and further warrants and agrees that all provisions herein with regard to Volunteer shall be deemed to read "Volunteer and each of his parents or legal guardians" and shall be equally binding upon both Volunteer and each of Volunteer's parents and legal guardians.

12. Notwithstanding any otherwise-applicable rule of construction, the parties hereto agree that this document shall be liberally constructed and interpreted so as to implement the parties' intention to fully and completely bar any and all claims or actions of any nature against IRM arising in any manner out of Volunteer's services.

13. This document shall remain in full force and effect until revoked in writing by Volunteer.

Executed this _____ day of _____, _____.

Volunteer

Minor Volunteer's Parent/Legal Guardian

EMERGENCY CONTACT INFORMATION

In case of emergency, please contact:

(1) _____ Relationship _____

Home () _____

Work () _____

(2) _____ Relationship _____

Home () _____

Work () _____