

**THE OKLAHOMA RAILWAY MUSEUM LTD.  
RELEASE OF CLAIM AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (hereinafter called "Permittee") request to go onto the premises of The Oklahoma Railway Museum Ltd., (hereinafter called "Museum") at or near the Museum's station at or near 3400 N.E. Grand Avenue, Oklahoma City OK 73111 with access to the premises limited to the date of \_\_\_\_\_ for the purpose of Operation of a diesel locomotive.

Permittee fully realizes that its presence on Museum's premises and a diesel locomotive involves danger and risk to Permittee, including the possibility of Permittee's injury or death and damage to or loss of its property. Permittee also realizes that its presence may be a cause of damage to property of others or injury or death to other persons, including volunteers and/or employees of Museum.

**THEREFORE**, in consideration of Museum permitting Permittee to enter onto its premises for the purposes stated above and exercises/activities incidental thereto, **Permittee HEREBY RELEASES, DISCHARGES, DEFENDS, SAVES HARMLESS AND INDEMNIFIES** Museum, its agents, members and employees from liability or claim for injury or death to Permittee, or any other persons, and for loss of or damage to any property which occurs as a result of Permittee's, or Permittee's servants, presence on the premises. **THE LIABILITY ASSUMED BY PERMITTEE SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF MUSEUM, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EVEN TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF MUSEUM.**

**Museum shall have the right to terminate this agreement immediately without recourse by Permittee, if Museum deems that Permittee is behaving in an unsafe manner, failing to comply with instruction or performing unsafe acts. Except with the express permission and under direct instruction of Museum, Permittee will not operate, lift, move or manipulate any of Museum's equipment or property.**

To the maximum extent possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by, or held to be invalid under applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision, or any other provision of this agreement.

**THE ABOVE IS UNDERSTOOD AND  
ACCEPTED:**

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**D.L. #** \_\_\_\_\_ **State:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

*(Signature) (Permittee)*

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Office:** \_\_\_\_\_

**Address:** 3400 N. E. Grand Avenue \_\_\_\_\_

\_\_\_\_\_ Oklahoma City, OK 73111

**Signed:** \_\_\_\_\_

*(Signature) (For Oklahoma Railway Museum Ltd.)*