



**DURANGO & SILVERTON NARROW GAUGE RAILROAD**  
**PHOTOGRAPHER SPECIAL TRAIN**

**ASSUMPTION OF RISK, RELEASE OF LIABILITY,  
AND INDEMNIFICATION AGREEMENT**

This document serves as a user agreement between the Durango & Silverton Narrow Gauge Railroad and

\_\_\_\_\_ (D&SNG Passenger Name) hereafter referred to as 'passenger'.

**Please read carefully.** This is a legal document **that releases and waives certain legal rights you otherwise might have.** Please read and understand this document before signing.

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

We wish to inform our guest that boarding and debarking any train is not risk-free. The same elements that contribute to this unique experience can also cause physical injury, trauma and/or loss or damage to your person and equipment. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. There are numerous hazards to be encountered during the Photographer Special experience, including but not limited to the following:

- a) Photo run-bys will occur in the wilderness of the San Juan National Forest. There may be steep slopes, loose rocks, river banks, bridges, and high alpine mountain terrain where you deboard.
- b) Exposure to natural elements (heat, sun, cold, wind, rain, snow) during Photographer run-bys can be uncomfortable or harmful to your person and to your equipment. You have the option to remain onboard at any time.
- c) Climbing on or off a passenger car can be hazardous. Slips, trips and falls can result from careless movement to and from the car. Boarding and de-boarding must be kept to a minimum. Sturdy shoes, limiting the amount of equipment you carry on and off each time, and safe methods of boarding/deboarding as explained by D&S train crew will all help to ensure a safe trip.

By signing below, I acknowledge that **the foregoing list is not an exclusive or exhaustive list** of all possible dangers, hazards or injuries that may occur while participating in this activity.

**RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY**

- a) As lawful consideration for being permitted to participate in the Photographer Special, I, on behalf of myself and on behalf of my heirs, successors, personal representatives, and assigns hereby shall indemnify, defend, and hold harmless the D&SNGRR, its officers, or employees from all costs, damages, and liability incurred by Passenger and from any such claim, cost or liability would otherwise be covered by an insurer, including attorney's fees.
- b) Passenger waives all rights against Durango & Silverton Narrow Gauge Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

If any term or provision of the Agreement is found to be unenforceable or invalid such shall not affect the other terms and provision which shall remain binding and enforceable.

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

I have read and understood this Agreement and sign it freely and without inducement of any kind.

Participant: \_\_\_\_\_

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

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