

WAIVER OF LIABILITY FOR SPECIAL EVENT TO TAKE PLACE BETWEEN IN AND AROUND
FLINT AND OWOSSO, MICHIGAN, APRIL 20, 21, AND 22, 2007.
ASSUMPTION OF RISKS, WAIVER, RELEASE AND INDEMNITY AGREEMENT.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING ANY
RIGHT TO SUE.

DEFINITIONS - In this agreement:

a) the term "SPECIAL EVENT" is the PHOTO SPECIAL FEATURING PERE MARQUETTE 2-8-4 1225, FLAGG COAL 0-4-0T 2 (75), D&RGW 2-8-2 464, AND ALASKA RAILROAD 4-6-0 152 which shall include but is not limited to all recreational activities, events, services or transportation provided, arranged, organized, conducted, sponsored or authorized by Historic Transport Preservation, Inc., Steam Specials, John A. Craft Business Solutions, John A. Craft, Danah C. Craft, Bill Raia, James Gunning, Michael Allen, Steven Fowler, Kelly Lynch, Lerro Productions, Peter Anthony Lerro III, the Steam Railroading Institute, T. J. Gaffney, Byron Gramling, John Gramling, Federated Railways, the Great Lakes Central Railroad, the Huckleberry Railroad, Genesee County Parks and Recreation Authority, Paul Dalleska, Marty Knox, John A. Lehman, the Carland Elevator Inc., and their authorized outlets, distributors, partners, corporations, individuals and any operators, associations, institutions, incorporations, foundations, societies, and committees, who provide or make available funds, facilities, premises, accommodation, products or services to the SPECIAL EVENT; and shall include, but is not limited to, tours, orientation and instructional courses, seminars and sessions, and other activities such as, receptions, meals, gatherings, events and services in any way connected with or related to the SPECIAL EVENT;

b) the term "SPECIAL EVENT SPONSORS" shall include the organizers Historic Transport Preservation, Inc., Steam Specials, John A. Craft Business Solutions, John A. Craft, Danah C. Craft, Bill Raia, James Gunning, Michael Allen, Steven Fowler, Kelly Lynch, Lerro Productions, Peter Anthony Lerro III, the Steam Railroading Institute, T. J. Gaffney, Byron Gramling, John Gramling, Federated Railways, the Great Lakes Central Railroad, the Huckleberry Railroad, Genesee County Parks and Recreation Authority, Paul Dalleska, Marty Knox, John A. Lehman, the Carland Elevator Inc., and their authorized outlets, distributors, partners, corporations, individuals and any operators, associations, institutions, incorporations, foundations, societies, and committees, who provide or make available funds, facilities, premises, accommodation, products or services to the SPECIAL EVENT, or who is associated with the SPECIAL EVENT as an sponsor, contributor, supplier, partner, organizer, volunteer, donator, promoter or advertiser;

c) the term "RELEASEES" shall include Historic Transport Preservation, Inc., Steam Specials, John A. Craft Business Solutions, John A. Craft, Danah C. Craft, Bill Raia, James Gunning, Michael Allen, Steven Fowler, Kelly Lynch, Lerro Productions, Peter Anthony Lerro III, the Steam Railroading Institute, T. J. Gaffney, Byron Gramling, John Gramling, Federated Railways, the Great Lakes Central Railroad, the Huckleberry Railroad, Genesee County Parks and Recreation Authority, Paul Dalleska, Marty Knox, John A. Lehman, the Carland Elevator Inc., and their authorized outlets, distributors, partners, corporations, individuals and any operators, associations, institutions, incorporations, foundations, societies, and committees, who provide or make available funds, facilities, premises, accommodation, products or services to the SPECIAL EVENT together with all the other SPECIAL EVENT SPONSORS as may be applicable and the respective directors, shareholders, officers, managers, employees, agents, guides, instructors, volunteers, independent contractors, subcontractors and representatives.

ASSUMPTION OF RISKS

I am aware that participation in a SPECIAL EVENT involves many risks, dangers and hazards including, but not limited to: boarding, riding, driving, and disembarking automobiles and/or trains; changing weather conditions; exposed rock, earth, ice and other natural objects; wildlife, trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the walking or driving surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the walking or driving surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; impact or collision with other vehicles, equipment or structures; negligence of other participants; and ANY NEGLIGENCE ON THE PART OF SPECIAL EVENT SPONSORS OR THE RESPECTIVE STAFF INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE SPECIAL EVENT.

THE SPECIAL EVENT SPONSORS RESERVE THE RIGHT TO CANCEL THE EVENT, CHANGE THE EVENT ON SHORT NOTICE DUE TO AREA CLOSURES, WEATHER CONDITIONS, SAFETY CONCERNS, UNFORSEEN CONSTRUCTION OR CIRCUMSTANCES, ACTS OF GOD OR OTHER SUCH REASONS WITH NO REIMBURSEMENT WHATSOEVER TO THE PARTICIPANT.

I CONFIRM THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SPECIAL EVENT AND I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AND ALSO IN REGARD TO CANCELLATION OF THE EVENT, CANCELLATION OF THE SPECIAL EVENT OR CHANGE OF EVENT ON SHORT NOTICE DUE TO AREA CLOSURES, WEATHER CONDITIONS, EQUIPMENT FAILURES, SAFETY CONCERNS, UNFORSEEN CONSTRUCTION OR CIRCUMSTANCES, ACTS OF GOD OR OTHER SUCH REASONS WITH NO REIMBURSEMENT WHATSOEVER TO THE PARTICIPANT.

RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES accepting my application to participate in the SPECIAL EVENT and the arranging for the permitting the use of property, facilities, transportation, trails, roads of any kind, and any other facilities and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I do hereby for myself, my heirs, next of kin, executors, administrators, personal representatives, successors, assigns and any personal sponsors I may have:

WAIVE ANY AND ALL CLAIMS that I have or may have against THE RELEASEES, and I RELEASE, FOREVER DISCHARGE, INDEMNIFY AND SAVE HARMLESS THE RELEASEES from any and all liability and from all manner of actions, causes of actions, suits, debts, contracts, claims and demands whatsoever which may be made by me against the RELEASEES for personal injury to myself or my death, personal injury to any third party or their death, property damage respecting the SPECIAL EVENT, cancellation of the Special Event, loss, damage, expense, any other loss, damage or expense that may be incurred, or, that in so far as I may be able to prevent, to my next of kin who may suffer as a result of my participation in the SPECIAL EVENT, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE, ANY BREACH OF CONTRACT, OR ANY BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING WITHOUT ANY LIMITATION ANY DUTY OF CARE OWED UNDER ANY STATE OF MICHIGAN, STATE OF GEORGIA, OR UNITED STATES LAW, STATUTE OR ACT ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING ANY FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SPECIAL EVENT.

That this agreement shall be effective in binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death.

That this agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

In entering into this agreement, I am not relying on any oral or written representations or statements made by THE RELEASEES with respect to the safety of the SPECIAL EVENT, other than what is set forth in this agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____th Day of APRIL, 2007.

NAME: _____
ADDRESS: _____
CITY/TOWN: _____
PROVINCE/STATE: _____
COUNTRY: _____
POSTAL/ZIP: _____
PHONE: _____
EMAIL: _____

SIGN HERE: _____

Signature of Participant

Signature of Witness

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN THE SPECIAL EVENT.