

TRAIN MOUNTAIN RAILROAD MUSEUM DOG RELEASE

This release is executed in Klamath County, Oregon, this _____ day of _____, 20____ for

Dog's Name _____ (**"Dog"**) Weight: _____ pounds

Breed/Description _____ Sex: ___ Male ___ Female

Color & Markings _____ Spayed/Neutered (Y/N): _____

Dog Rabies Vaccination Date _____ Date Revaccination Due _____

By **Dog Owner** _____ (**"Participant"**)

Address _____

City _____ State _____ ZIP _____ Cell Phone _____

Participant agrees that in consideration of my dog and I being permitted to enter, use, and enjoy any of the property and facilities of "Train Mountain," including but not limited to freeholds, rights of way, licenses, and leases (together, the "Premises"), whether owned, managed, or controlled by Train Mountain Railroad Museum, Inc., Train Mountain, Inc., Train Mountain Foundation, or any owner of private property for which Train Mountain has an agreement to use part or all of the property for miniature railroading, including but not limited to Friends of Train Mountain, Inc., Klamath & Western Railroad, Inc., and Timberlake Railroad, LLC (together, "Releasees") :

1. I hereby release, waive and discharge Releasees, and their owners, officers, directors, employees, contractors, and agents, from all liability to the Participant or Participant's Dog, for any and all loss or damage, and any claim or damages in any way resulting from the presence of Participant or Dog; including injury of the Participant or Dog, death of the Participant or Dog, and Participant or Dog becoming prey of local wild animals, whether caused by the negligence of Releasee or otherwise resulting from permission to enter, use, and enjoy any of the Premises.

2. Participant hereby agrees to obey the Train Mountain Dog Policy set forth on the reverse side of this Release.

3. Participant assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or upon the Premises, and while maintaining, officiating in, working or for any purpose participating in said activity.

4. Participant warrants that no promise or inducement has been offered or made except as set forth in this release; that this release is executed without reliance on any statement or representation by Releasees or by any agents of Releasees concerning the nature and extent of the injuries and damages, or either of them, or the legal liability for the same. Participant is of legal age, is legally competent to execute this release and is legally competent to accept the full responsibility for the same.

5. Participant agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release contains the entire agreement between the parties to this release and the terms of this release are contractual and not a mere recital.

6. Participant agrees not to make no claim against Releasees for any claim, loss, damage, or injury which this release purports to cover.

7. Participant agrees that all obligations assumed and promises made by Participant under this release shall be binding on my heirs, and the executors and administrators of my estate. Participant further instructs said heirs, administrators, and executors to honor this release and make no claim against Releasees for any claim, loss, damage, or injury which this release purports to cover.

SIGNATURE: _____

DATE: _____

Train Mountain Dog Policy

FTM and TM agree that nice dogs are allowed on Train Mountain property and problem dogs are not. TM and FTM have agreed to implement the following Dog Policy November 1, 2007 :

1. Dog owners will sign a Dog Release before dogs get out of the vehicle that brought them. The Dog Release will cover these points :
 - A -- Owners assume all liability for any incident resulting from their pet being on the property.
 - B -- Owners agree not to sue Train Mountain or other Train Mountain participants over dog related issues.
 - C – Owners understand that dogs may be prey of local wild animals.
 - D – Owners agree to obey Dog Policy.
 - E – Dogs will be vaccinated for rabies
2. Dogs must start and end their rail journey from a point off of Train Mountain land or from Anaheim Siding.
3. Each dog must ride in its own riding car with 4 sides at least 10” high and be connected to a leash that restrains the dog and limits its ability to exit the car. Dogs too big to fit in a riding car are not allowed on Train Mountain property.
4. Dogs must be on a leash held by an adult when they are outside their riding car.
5. South of South Chiloquin Road dog owners may only walk their dogs east of Train Mountain Road adjacent to Anaheim siding. North of South Chiloquin Road dog walking area(s) will be designated.
6. If people want to stay on Train Mountain property with their dog(s), they may stay in the RV spaces adjacent to Anaheim Siding.
7. On meet days only small dogs weighing less than 25 pounds are allowed on Train Mountain property.
8. Dog owners must pick up their dog’s poop and dispose of it properly.
9. Dogs must comport themselves in a quiet and orderly manner and may not frequently bark or yap. Either TM or FTM may ban a dog that is frequently vocal or that causes problems. In the event of a dispute TM and FTM must jointly agree to ban the dog.

All changes to this Dog Policy will be jointly agreed by TM and FTM.