

WAIVER OF LIABILITY

The Canon City and Royal Gorge Railroad, LLC ("CCRGR") is a small scenic railroad that runs through the Royal Gorge in southern Colorado. The CCRGR is not a common carrier. You have chosen to ride the CCRGR because you would like to see the scenic beauty of the Royal Gorge while experiencing what it was like to ride a train in the early 1900's. To provide that experience, the CCRGR uses authentic vintage equipment that may not be as safe as the modern passenger trains with which you may be more familiar. To provide this experience, we need to receive this Waiver of Liability from you. The intent of this Waiver of Liability is to extinguish all liability the CCRGR might otherwise have to you (or to your estate or your surviving relatives) in the event you are injured or killed while riding the CCRGR.

Definitions: The terms "CCRGR," "us," and "we" mean the Canon City and Royal Gorge Railroad, LLC, Royal Gorge Express, LLC, Rock and Rail, LLC, and any of their employees, agents, independent contractors, managers, members, owners, officers, directors, shareholders, owners, parents, subsidiaries, assigns, other related entities and insurers. The word "you" includes you, any minor children traveling with you, and any other adult in your party for whom you have purchased tickets. The word "train" means all the equipment used by the CCRGR (tracks, cars, engines, and related equipment) as well as the station and boarding areas. The phrase "riding the CCRGR" includes any activity on CCRGR's property, including but not limited to boarding or disembarking from the train, interacting with other passengers and staff, eating and drinking on the train and walking around the train, the platform, station and depot, and all other activities related to or ancillary to these activities.

Risk of Injury or Death: Because the CCRGR is an old train, accidents may happen. The CCRGR may be negligent. Other passengers or third parties may be negligent. The train may derail or run over you; you may be overcome by fumes or smoke from the engine; you may slip and fall; there may be adverse weather; falling rocks and debris; errors in food storage or preparation; improper use of equipment; equipment failure; defective equipment; exposure to viruses or bacteria, and other illnesses; entrapment of body parts; allergic reactions; other medical conditions and reactions; emotional distress; you may be maimed or otherwise seriously injured; you may even be killed. In addition, the Royal Gorge is a remote and undeveloped Canyon subject to flash flooding, landslides and rockfall. Communication is difficult. If there is an accident, it may be difficult to call for help, and it may take time for emergency medical personnel and rescue personnel to arrive at the scene. This description of risks is NOT complete and your participation in this activity may include other dangers and risks not expressly listed.

Risk of Transmission of Infectious Disease: You hereby acknowledge the inherent risk of transmission or exposure to the COVID-19 virus (aka "Coronavirus"), or any other infectious diseases, and agree to indemnify and hold harmless CCRGR and its employees and agents, from any loss, liability, damage, or cost, including attorney's fees, that you may incur arising out of or related to any illness or death caused by an infectious disease contracted after riding CCRGR's train, or that you transmit to others, whether caused by the negligence of CCRGR or otherwise. You agree to take all reasonable precautions in preventing the spread of any infectious diseases, and you affirm that you are not currently and have not in the previous three weeks exhibited any Coronavirus, common cold, or flu-like symptoms, including but not limited to fever, cough, sore throat, respiratory illness, or difficulty breathing. If you have any signs or symptoms of infection, or if you have had them or cared for or been around someone who is infected, you agree to stay home. You also agree to comply with all Executive Orders and guidelines issued by the Governor of the State of Colorado, the Colorado Department of Health & Environment, and the Federal Government with respect to COVID-19 and other infectious diseases.

Waiver of Liability: If you are injured, including contracting an illness or death, while riding the CCRGR, you agree that you will not sue the CCRGR or bring any legal action against CCRGR with respect to any claims and causes of action of any nature, whether currently known or unknown, including, but not limited to claims of negligence, negligence per se, strict liability, product liability, premises liability, property damage, torts, emotional distress, breach of warranty, misrepresentation, non-disclosure, state and federal statutory claims, unfair trade or business practices, breach of contract, and all other claims for relief and causes of action. If you are killed while riding the CCRGR, your estate or surviving relatives may not sue us either. In other words, you are waiving any claim that you may have, or any claim that anyone may assert as a result of your death (such as your estate or surviving relatives) if you are injured, contract an illness, suffer damage or are killed while riding the CCRGR.

Indemnification: You agree to indemnify, defend and hold harmless CCRGR from and against all liability, costs, property loss, medical bills, loss of income, attorney's fees, expenses, liens, and damages of any kind or nature whatsoever, and from any suits, claims, administrative actions, and demands, whether or not in litigation, arising out of, or related to, your involvement in riding the CCRGR. This provision shall afford the CCRGR a right to pursue a claim. Your indemnification obligations continue even when you are done riding the CCRGR.

Assumption of Risk: You agree and understand there are risks with riding the CCRGR, including, but not limited to, the fault and negligence of the CCRGR, the fault and negligence of other guests and third parties, and all risks outlined above. By signing this document, you recognize that property loss, injury, illness and death are all possible. Recognizing the risks and dangers, you voluntarily choose to participate in and expressly assume all risks and dangers of involvement in riding the CCRGR, whether or not described above, known or unknown, inherent, or otherwise.

Attorney's Fees/Jurisdiction: If, notwithstanding what is said above, you sue us anyway (or your estate or surviving relatives sue us), you (on behalf of yourself or your estate and surviving relatives) agree in advance to reimburse the CCRGR for all costs and attorney's fees incurred defending against such claim – because the purpose of this Waiver of Liability is to prevent such lawsuits. In addition, any such lawsuit must be filed in the Colorado District Court for Fremont County (where the CCRGR operates), and you agree to waive your right to a trial by jury. This Waiver of Liability is governed by the laws of the State of Colorado. If you sue us, all issues will be governed by Colorado law.

