

**RELEASE OF LIABILITY AND INDEMNITY  
(for tours or taking photographs)**

I have requested Union Pacific Railroad Company ("Railroad") to permit me to be in, on or about the premises of the Railroad, as authorized by the foregoing permit, solely as an accommodation to me. I fully understand that I may face risks of personal injury, death or property damage as a result of my presence on or about Railroad premises, or as the result of acts or omissions of an officer, agent or employee of Railroad or defects in tracks, other railroad facilities, land, locomotives, cars, trains or equipment (collectively referred to as "Loss"). I further understand that execution of this **RELEASE OF LIABILITY AND INDEMNITY** is a condition of Railroad's permission to allow me to be on or about Railroad premises.

In consideration of the foregoing, I hereby **ASSUME ALL RISKS** of any Loss while I am upon or about the tracks or other premises of Railroad and I, for myself, my heirs, executors, administrators, dependents, spouse and child or children, hereby **FOREVER ACQUIT, RELEASE AND DISCHARGE** Railroad, its affiliated companies, and all other companies using the tracks or other facilities of Railroad, or whose tracks or other facilities Railroad may be using, and their officers, agents, servants or employees (collectively referred to as "Released Parties"), from any Loss that may be sustained by me while I am on or about Railroad's premises, **even if the Loss is caused in whole or in part by the negligence, negligence per se, or strict liability of the Released Parties or if the loss results from a violation or alleged violation of any federal, state or local law or regulation by the Released Parties, including, but not limited to, the Federal Employers Liability Act ("FELA"), the Safety Appliance Act, the Locomotive Inspection Act, and the Occupational Safety and Health Act ("OSHA")**. I further agree to **WHOLLY INDEMNIFY, DEFEND AND FOREVER SAVE HARMLESS** the Released Parties from and against any claims for such Loss **even if the Loss is caused in whole or in part by the negligence, negligence per se, or strict liability of the Released Parties or if the loss results from a violation or alleged violation of any federal, state or local law or regulation by the Released Parties, including, but not limited to, the Federal Employers Liability Act ("FELA"), the Safety Appliance Act, the Locomotive Inspection Act, and the Occupational Safety and Health Act ("OSHA")**. I further agree that this **RELEASE OF LIABILITY AND INDEMNITY** shall be a full and complete defense to any action for any and all types and kinds of damages or penalties which may be brought, instituted or taken by me, my heirs, executors, administrators, dependents, spouse, child or children for such Loss against the Released Parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESS:**

**I HAVE READ AND UNDERSTAND THIS  
RELEASE OF LIABILITY AND INDEMNITY:**

\_\_\_\_\_  
(Signature of Service Unit or Shop Witness)

\_\_\_\_\_  
(Signature of Permittee, parent or guardian)

\_\_\_\_\_  
(Work Address)

\_\_\_\_\_  
(Address)