

VISITOR'S RELEASE

A Release from Legal Responsibility for Possible Injuries from Participation in an Inherently Dangerous Activity [Adult Release]

This Release is executed this day by the undersigned (Releasor) as a condition of obtaining San Francisco Municipal Transportation Agency (SFMTA) consent to a visit by Releasor to the Potrero Muni Trolley Bus Yard (the Primary Facility), the Islais Creek Bus Facility and/or the Woods Motor Coach Facility (the Secondary Facilities).

The SFMTA is the Owner and Operator of the Primary Facility and Secondary Facilities, including all vehicles, machinery and equipment contained within the Primary Facility and Secondary Facilities.

Releasor is a member of the public. As a member of the public, Releasor may be on-site to visit or attend meetings at the Primary Facility, and may attend a tour of the Secondary Facilities. The SFMTA advises Releasor that a visit to some portions of the Primary Facility and Secondary Facilities is inherently dangerous. Notwithstanding that advice, Releasor still wishes to visit the Primary Facility and Secondary Facilities, and for that reason is willing to assume full legal responsibility for all risks associated with such visits.

In consideration of the SFMTA granting the requested permission, the Releasor releases, waives and discharges the City and County of San Francisco, SFMTA, and officers, directors, employees and agents (collectively referred to as "City") from and against any and all claims, liabilities, and causes of action, whether foreseeable or unforeseeable, which may at any time arise out of or relate in any manner, directly or indirectly, from Releasor's visit to the Primary Facility and Secondary Facilities, except for loss or damage caused by willful and intentional torts or gross negligence of City. This waiver and release shall include, but not be limited to a release of all claims, liabilities, and causes of action which may arise at any time in connection with any death or personal or other injury to the Releasor or others arising out of the visit to the Primary Facility and the Secondary Facilities.

The Releasor agrees to obey all posted rules and warnings, and further agrees to abide by any oral instruction or direction given by SFMTA employees, representatives or agents. The SFMTA reserves the right to cancel or suspend any tour attractions or portion of the tour at its discretion for any reason.

In further consideration, Releasor agrees to the maximum extent permitted by law to defend and indemnify City against all liability to third parties arising out of, or in any way connected with, Releasor's negligence or intentional torts during such visit to the Primary Facility and Secondary the Facilities.

Should any portion of this Release be adjudged unenforceable, the remaining portions shall nevertheless continue in full force and effect.

In witness whereof, the undersigned Releasor has executed this instrument, for the purpose stated, at San Francisco, CA this _____ day of _____ 20__ .

Signature

Print Name

Address

Phone Number

Date & Time Returned: _____
MTA Rep: _____ Signature: _____