THIS IS A RELEASE

WHEREAS,_____:
hereinafter referred to as the "Grantee," has requested Metropolitan Transportation Authority and Metro-North Commuter Railroad Company (hereinafter collectively referred to as the Railroad) for the benefit of the said Grantee, permission to enter upon the premises of the Railroad in furtherance of the business or other activities of the Grantee or the entity of which Grantee is a representative and the said Railroad is willing to grant such request, upon the said Grantee executing an instrument in writing releasing the said Railroad from and against any and all suits or claims for losses, damages, expenses, personal injuries, or death, which may be suffered or sustained by the said Grantee in consequence thereof:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, I, the said Grantee, for and in consideration of the permission granted by the said Railroad to me to do the matters or things aforesaid for said purpose, do, intending to be legally bound, hereby assume any and all risk and liability for losses, damages, expenses, personal injuries, or death, which I may suffer or sustain while upon, about or in the vicinity of the tracks, trains, facilities, property or premises of the said Railroad, and do hereby, for myself, my heirs, executors, and administrators, or other persons claiming under or through me, remise, release and discharge the said Railroad, Midtown Trackage Ventures, LLC and Midtown TDR Ventures, LLC, the Connecticut Department of Transportation, National Railroad Passenger Corporation (Amtrak), CSX Transportation, Inc. and New York Central Lines LLC, Delaware & Hudson Railway Company its or their successors and assigns, and its or their officers, agents or employees, from and against any and all claims, suits or demands which I, or my heirs, executors, or administrators, or other persons claiming under or through me, have or can or may have as the result of any losses, damages, expenses, personal injuries, or death which I, or any persons whosoever claiming under or through me, may suffer or sustain while upon, about or in the vicinity of the tracks, trains, facilities, property or premises of the said Railroad. ~~, whether said losses, damages, expenses, personal injuries or death result from the negligence of said Railroad, its officers, agents or employees, or are otherwise caused.~~

I, the said Grantee, have hereunto set my hand this

____day of _____, 2015.

_____
(Grantee Signature)