



**Waiver and Release of Liability  
Assumption of Risk and Indemnity Agreement**

In consideration of being permitted to enter upon and tour MTA premises located at the  
 Second Avenue Subway  East Side Access  Fulton Center  7 LINE Extension,

I \_\_\_\_\_ affirm that I am at least 18 years old and agree as follows.  
[PRINT NAME]

**Understanding Some Inherent Risks**

I know that my tour may include walking long distances through deep underground caverns and tunnels, walking over rough terrain, climbing and descending stairs and ladders, and traveling through areas under active construction where heavy and dangerous equipment may be operating. I also know that my tour may include walking through areas where trains and other equipment may be in operation, and that the electric traction power system (the “third rail”) may remain on or “live” during my visit. I recognize that injury, illness, death, or property damage may be caused by the physical conditions of the premises; the acts or omissions of other participants; my own acts, omissions, and physical condition; or other unforeseeable factors. I also recognize that due to the nature and remoteness of the caverns and tunnels, emergency medical aid may not be readily available. I affirm that I am mentally and physically capable of participating on the tour.

**Assumption of Risk**

I know that touring the active construction sites of the Metropolitan Transportation Authority (the “MTA”, collectively and individually MTA New York City Transit, MTA Metro-North Railroad, MTA Long Island Railroad, MTA Bridges & Tunnels, MTA Long Island Bus, MTA Bus, and MTA Capital Construction) is an inherently hazardous activity involving a risk of personal injury, illness, death, and property damage. I understand that the MTA does not guarantee my safety. I agree to assume this risk.

**Waiver of Rights and Release from Liability**

I release the City of New York, the State of New York, MTA, and their respective members, officers, agents, employees or anyone serving as leader or assistant for this tour from all liability for my injury, illness, death or property damage as a result of my participating in the tour, regardless of whether the loss was due to their negligence. I also waive every right to bring a claim against them that arises out of my participation in the tour.

## **Indemnification**

I agree to indemnify, defend, and hold harmless the City of New York, the State of New York, MTA, and their respective members, officers, agents, employees or anyone serving as leader or assistant for this tour against claims or liability for injury, illness, death or property damage that are attributable in whole or in part to my negligence, acts or omissions while participating in the tour.

I understand that the waiver, release, and agreements are binding upon me and my heirs, executors, administrators, agents, and assigns. I sign it voluntarily.

Date/s: \_\_\_\_\_

Name: \_\_\_\_\_  
*Please print*

Signature: \_\_\_\_\_

### **Advisements on Apparel and Photography**

Proper attire for an active construction site must be worn at all times. MTA will deny entry if you are not wearing proper attire or refuse to wear the safety equipment given to you. We suggest wearing comfortable pants (jeans preferably), shirts with a sleeve length of at least 6 inches, and waterproof footwear with flat, treaded soles and closed toes. (NO Shorts, Capris, Skirts, Dresses or Athletic Shoes) MTA may decide to supply you with boots, so please bring an extra pair of heavy socks and indicate your shoe size (mens/womens) \_\_\_\_\_.

Photography of MTA premises is allowed only by prior written approval, and will be under the direction of the tour leader.