

## **Terms & Conditions**

- Please read these Terms & Conditions ("Terms") carefully before your journey on the historic Grand Canyon Railway ("GCR"). Each passenger aged 18 years and older agrees (i) to be bound by these terms; (ii) that they have authority to bind other passengers under the age of 18 traveling in the same party; and (iii) that they have been made aware of these terms.
- 2. GCR passengers assume and accept all of the inherent risks, dangers, and hazards associated with entering onto and riding the train, whether known or unknown, as well as those other inherent risks specifically identified in these terms and conditions. Inherent risks associated with riding the train include, but are not limited to, risks associated with boarding and deboarding the train, walking or traveling through the train cars while the train is underway, including authorized sitting and standing areas located on the outside of the train cars, and / or the general hazards associated with riding the train in normal operating conditions. Passengers may encounter other unknown, or unanticipated inherent risks, dangers, or hazards during such time of access that may result in injury or even death.
- 3. Trains have a natural rocking motion when traveling that could cause a passenger to trip or fall. Please always be cautious, particularly when traveling through the passenger cars. When handling hot beverages, please use the cup-lids provided on the train.
- 4. GCR does not accept liability for any delays, whatever the cause.
- 5. GCR and its agents reserve the right to refuse service or de-board passengers for disruptive or offensive behavior. Passengers are expected to: conduct themselves in an orderly and acceptable manner; not impair journey safety; and not jeopardize, inconvenience or disrupt the enjoyment of other passengers. GCR reserves the right to not allow any passenger to board or remain on the train if their actions are contrary to these expectations. If a passenger's behavior is causing or is likely to cause distress, danger, or annoyance to any other passengers, damage to property, delay of the journey, or violation of any applicable regulation or law, GCR may remove a passenger from the train. In this event, GCR will not be obligated to pay a refund or any related compensation and such passenger may be required to pay for related loss and/or damage incurred by GCR or other passengers.
- 6. GCR is committed to serving people with disabilities in accordance with our obligations under the Americans with Disabilities Act ("ADA") and related state laws. If you have a disability, we'll do everything we can to help you have a comfortable journey. We strongly encourage passengers with accessibility questions to contact our ticketing office prior to arrival, by phone at **928-635-4253**, by email at <u>ticketcounter-railway@xanterra.com</u>, or to visit our website at

<u>https://www.thetrain.com/accessibility/</u>. Our website contains information about our railway's ADA-accessible cars, our ability to accommodate mobility devices, service



- 7. animals, services available to hearing-impaired guests, and more. If you need assistance during the train ride, please ask a Passenger Service Attendant ("PSA"). Though some disabilities and needs may be obvious to our employees, others may not. It is essential that you ask for help when needed so that we can do our best to assist you.
- 8. Passengers are prohibited from bringing alcoholic beverages, firearms, or weapons prohibited by the State of Arizona and / or federal law on the train.
- 9. GCR welcomes service animals (as defined under ADA regulations) on board the train. However, no other animals, such as pets or emotional support animals, are allowed on board.
- 10. Smoking is prohibited on board the train (including e-cigarettes and other similar devices).
- 11. GCR's historic brick paver platforms are uneven in some areas. Please watch your step. We strongly encourage our passengers to wear closed-toe shoes.
- 12. When waiting to board the train, all passengers must remain on the Depot side of the white line painted on the platform. Do not open or cross any chains or barriers.
- 13. All passengers shall board the train at the designated vestibule (the area between the train cars). When boarding the train, please use the boarding stool and handrails that are provided by the PSA.
- 14. All guests shall deboard the train by facing the interior of the train (not the outside) and descend facing the steps. Again, please use handrails and boarding stools.
- 15. Weather conditions can change unexpectedly, so please monitor forecasts closely and bring appropriate layers of clothing.
- 16. Children under the age of 12 should be accompanied by an adult when moving through the train.
- 17. Shoes must be worn when moving through the train.
- 18. Aisles, doorways, and vestibules should be kept clear at all times.
- 19. Each passenger car contains drinking water and a restroom.
- 20. Passengers are encouraged to stay hydrated. The train is located in the high desert (above 4000 feet, or 1.2 km) where weather conditions can be extreme. Please hydrate frequently.
- 21. Should you notice suspicious activity, threatening behavior, or an unattended bag, notify a train crew member right away. Remember, "If You See Something, Say Something."
- 22. Your ticket purchase and/or participation in any train-related trip and/or event grants GCR permission to use your image in its promotional materials. GCR may periodically photograph or otherwise film passengers and other individuals on the train for retail, marketing, promotional, publicity and training purposes. To the maximum extent allowed by applicable law, and without any requirement that we compensate you, notify you, or obtain any additional approvals from you, you hereby authorize us to film, photograph, record, and create other visual portrayals of you, your image, or likeness, including without limitation voice recordings, and any drawings, recreations or derivatives of the



foregoing, and to include such material in any video, photograph, DVDs, or other media now known or hereafter invented, in connection with GCR's marketing, promotional, publicity and/or training activities.

23. The illegality or invalidity of any provision of these Terms shall not affect or invalidate any other paragraph, clause, or provision thereof. Titles in these Terms are for convenience and have no separate meaning or effect. In the event of any inconsistency between these Terms and any applicable third-party conditions or regulations, these Terms shall prevail.

These Terms and Conditions may be downloaded at the following link <u>thetrain.com</u> or you may obtain a copy at the ticket office.