

WAIVER OF LIABILITY & RELEASE - SITE VISITOR

Site: 230 W Canino Road, Houston, TX 77037

WHEREAS, Undersigned requested access to certain Site. Undersigned agrees and represents that they are aware that there are ongoing construction activities at the Site. Undersigned further agrees and represents that Sites are an inherently dangerous environment, including the above- referenced Site, despite the precautions for safety taken by Company, Owner(s) of the Site, any real estate agent or broker, any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees"). In consideration of being granted the right to access the Site, Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for themselves and for their personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. Undersigned acknowledges that they fully understand that construction and other activities at the Sites are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, Undersigned (and on behalf of Undersigned's personal representatives, heirs, next of kin, and assigns) **RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE** the Releasees from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from Undersigned's presence at the Site.
3. Undersigned **ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO THEIR PERSON OR THEIR DEATH** or damage to their property, whether caused by the negligence of the Releasees or otherwise, occurring during or because of Undersigned's presence at the Site.
4. To the fullest extent permitted by law, Undersigned will indemnify, defend, and save harmless the Company, Owner(s) of the Site, any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Site, and their officers, directors, general and limited partners, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint venturers, attorneys, predecessors, successors, and assigns (collectively, the "Indemnitees"), from and against any and all allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, expenses (including, without limitation, attorney's fees and costs), or liability (the "Losses") for injuries to property, injuries to persons including death, and from any and all other claims, suits, or liability on account of or arising out of, in whole or in part, of any act or omission of the Undersigned. The indemnification and hold harmless obligation hereunder **shall not be limited** on amount or type of damages or compensation.

WAIVER OF LIABILITY & RELEASE - SITE VISITOR

5. Undersigned acknowledges that they have sole responsibility to carefully evaluate the risks inherent in accessing the Site, and have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of themselves and/or by others.
6. Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to their presence at the Site.
7. Undersigned agrees to be governed by and follow all health, safety, or otherwise applicable rules and regulations of the Company, including but not limited to:
- A. To follow Company's safety rules, and to immediately leave the Site if requested by any Company personnel.
 - B. To wear OSHA approved Personal Protective Equipment ("PPE") at all times, including, but not limited to, head protection, eye protection, gloves, and steel toed boots while on Site. Company is not obligated to provide PPE, and Undersigned shall procure and wear their own PPE.
8. Undersigned acknowledges that neither they nor any other person shall be allowed on the Site unless accompanied by a duly authorized Company agent.
9. Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
- A. They have had an opportunity to review this document thoroughly and had the opportunity to consult their counsel if desired.
 - B. They are under no compulsion to sign this document and are doing so freely and without any duress or undue influence.
 - C. They recognize the Site is dangerous, and Undersigned will must be on alert, cautious and watch for danger at all times.

I (we) fully understand that by executing this document I am (we are) waiving, releasing and giving up potential legal rights. I (we) have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms. Undersigned:

Signed by Visitor: _____ Date: _____
Name (print): _____

Signed by Visitor: _____ Date: _____
Name (print): _____

Mailing Address: _____
Emergency Contact: _____
Phone: _____
Email Address: _____