

PROJECT VISITOR WAIVER OF LIABILITY AND RELEASE

PLEASE PRINT

Visitor Name: _____

Mailing Address _____

Phone: _____

Accompanying Real Estate Agent/Individual: _____

Construction Company: **Weeks and Falcone Inc.**
("Company")

Address of Property ("Construction Site(s)") / Visit:

6 WAVES END and 18 SWIMMERS POINT

NEWPORT BEACH, CALIFORNIA 92657

The Undersigned has requested to be permitted access to certain Construction Site(s) where the above named Company is performing work. The Undersigned agrees and represents that he/she is aware that there are ongoing construction activities at the Construction Site(s). The Undersigned further agrees and represents that construction sites are an inherently dangerous environment, including the above referenced Construction Site(s), despite the precautions for safety taken by the Company, its subcontractors, or others performing work at the Construction Site(s). In consideration of being granted the right to access the Construction Site(s), the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for him/herself and for his/her personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he/she fully understands that construction and other activities at the Construction Sites are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE, the Company, the Owner(s) of the Construction Site(s), any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Construction Site(s), 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") 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 the Undersigned's presence at the Construction Site(s).
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS/HER DEATH or damage to his/her property, whether caused by the negligence of the Releasees or otherwise, occurring during or as a result of the Undersigned's presence at the Construction Site(s).
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save harmless the Company, the Owner(s) of the Construction Site(s), any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Construction Site(s), 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 "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 by limitation on amount, type of damages or compensation.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Construction Site(s) and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.
6. The 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 his/her presence at the Construction Sites.
7. The 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. He/she is under no compulsion to sign this document and is doing so freely and without any duress or undue influence.

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

Visitor Name (print): _____ Visitor Signature: _____

Date: _____