

CONSTRUCTION SITE ACCESS TO VIEW HOMES UNDER CONSTRUCTION

WAIVER OF LIABILITY AND RELEASE

Visitor Name (print): _____	Construction Site to visit : Tract 12814, 7398 Maple Ave, 18289, 18281 and 18271 Montgomery Ave , Fontana CA 92336 Project name: Montgomery Homes General Contractor and Real Estate Broker: Emaar Enterprise
Child Name (if applicable) if under age 18: _____	
Full Mailing Address: _____	
Email Address: _____	
Phone: _____	
Emergency Contact Person: _____	
Emergency Contact Phone: _____	
Relationship to Visitor(s): _____	

The Undersigned has requested to be permitted access to the Construction Site for the above-named Construction Project. The Undersigned agrees and represents that he/she is aware that there are ongoing construction activities at the Construction Site. The Undersigned further agrees and represents that construction sites are a dangerous environment, including the above-referenced Construction Site, despite the precautions for safety taken by Emaar Enterprise(General Contractor), its subcontractors, or others performing work at the construction site. In consideration of being granted the right to access the Construction Site to view the Interior of the homes while it's being built, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for himself and for his 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 General Contractor and Listing Broker Emaar Enterprise, the owner Diar LLC, the engineers of the project, any contractor or subcontractor or person engaged by any of them to perform any work or services at the Construction Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, , 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 referenced above.
3. The Undersigned Assumes full responsibility for , and risk of, Injury to his/her person or his 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.
4. To the fullest extent permitted by law, the Undersigned shall indemnify, defend and hold harmless the General Contractor and Listing Broker Emaar Enterprise, the owner Diar LLC, the engineers of the project, any contractor or subcontractor or person engaged by any of them to perform any work or services at the Construction Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, , joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Indemnities"), from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, arising out of or resulting from the Undersigned's presence at the Construction Site. These indemnity obligations shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist under law except to the extent that it is caused by the sole negligence of any party indemnified hereunder in which case this obligation shall not apply relative to such indemnified party.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Construction Site 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 Site.
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.

I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

Signed Visitor Name: _____ Date: _____

****I am the parent/legal guardian of the child named on this Waiver. I have carefully read and understand this Wavier of Liability and Release's significance, and voluntarily agree to all its terms as parent/legal guardian of this child.**

Signed Parent/Legal Guardian Name: _____ Date: _____