

SITE ACCESS

# WAIVER OF LIABILITY AND RELEASE

Visitor Names (print): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Construction Site: **1012 & 1010STERLING AVE**  
 Site Owner: **Charles MacDermed & Varya Simpson Trust**  
 Listing Broker: **gerry bakalian - broker**  
 Listing Agent:

The Undersigned has requested to be permitted access to the above-named Construction Site. 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. In consideration of being granted the right to access the Construction Site, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

**This is an ABANDONED construction project, not secured by typical ongoing construction safety protocols.** WHEREFORE, the Undersigned, for themself and for their 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 Site is 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, GERRY BAKALIAN - BROKER** and their officers, directors, stockholders, members, employees, representatives, agents, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns, **'OWNERS OF RECORD'** and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns, and 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, 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.
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 Sites.
4. To the fullest extent permitted by law, the Undersigned shall indemnify, defend and hold harmless Gerry Bakalian Broker and all of their officers, directors, stockholders, members, affiliates, parents, subsidiaries, employees, agents, sureties, insurance companies, predecessors, successors and assigns (collectively, the "Indemnitees"), 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. This indemnity obligation 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 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.

**I fully understand that by executing this document I am waiving, releasing and giving up potential legal rights. By executing this document, I intend to fully and finally waive all claims I may have and further fully and finally release the Releasees from any liability arising from my presence on the Construction Site, for negligence or otherwise. I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms. I fully understand NO CHILDREN ARE ALLOWED ON SITE.**

Signed Visitor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed Visitor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed Visitor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed Visitor Name: \_\_\_\_\_ Date: \_\_\_\_\_