

SITE VISITATION AGREEMENT AND LIABILITY RELEASE

In consideration for the temporary right to visit the property located at _____ (“Premises”) owned by _____ (“Owner”) and currently under the control of Brasfield & Gorrie, L.L.C. (“Contractor”), the undersigned (“Releasor”) hereby agrees, now and for the duration of the construction work at the Premises, as follows:

1. Assumption of Risk. The Premises are an active construction site. Accordingly, Releasor freely and voluntarily chooses to assume all risks and dangers, including the risk of bodily injury, personal injury, sickness, disease, or death, or risk of damage to or destruction of property (including loss of use thereof), that may be associated with, or result from, entry to the Premises or any activities performed thereon.

2. Release from Liability. On behalf of myself and my heirs, Releasor fully and forever discharges and releases Owner and Contractor, and their officers, directors, agents, employees, and representatives (“Releasees”), separately and severally, from any and all liabilities, costs, expenses, claims, demands, suits, actions, and causes of action, whether caused in part by any Releasee(s), attributable to bodily injury, personal injury, sickness, disease, or death, or damage to or destruction of property (including loss of use thereof) arising out of or resulting from Releasor’s entry to the Premises or any activities performed thereon.

3. Covenant Not to Sue. On behalf of myself and my heirs, Releasor agrees not to sue any Releasee(s), or assist in any prosecution or cause of action against any Releasee(s), for bodily injury, personal injury, sickness, disease, or death, or damage to or destruction of property (including loss of use thereof) arising out of or resulting from Releasor’s entry to the Premises or any activities performed thereon.

4. Indemnification. To the fullest extent permitted by law, on behalf of myself and my heirs, Releasor agrees to indemnify and hold harmless Releasees, separately and severally, from any and all claims, costs, expenses, or liabilities (including reasonable attorneys’ fees), caused in whole or in part by Releasor, and arising out of or resulting from Releasor’s entry to the Premises or any activities performed thereon.

In witness whereof, Releasor acknowledges that I have fully read and understand each of the above provisions and fully agree to the terms contained herein, and I have executed this Agreement as of the date set forth below:

Print Name

Signature

Date