



WAIVER OF LIABILITY AND RELEASE

The Undersigned has requested to be permitted access and participation at certain Construction Site(s) of the above-named Company. 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). Participant must obtain and wear their own personal protective equipment (PPE); including protective steel toe boots, safety goggles or glasses, and protective gloves. Shemss Inc. will provide hardhats and tools to participants to use on-site only. All PPE must be worn at all times. 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, 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), including negligence.
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(s).
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save harmless the Company and all of its officers, directors, stockholders, members, affiliates, parents, subsidiaries, employees, agents, sureties, insurance companies, predecessors, successors and assigns (collectively, the "Indemnities"), 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, including negligence. The indemnification and hold harmless obligation hereunder shall not be limited by a limitation on amount or 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 the 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 grants and conveys all right, title, and interest in any and all photographic images and video or audio recordings made by the Company during the Undersigned's access to the Construction Site(s), including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
8. The Undersigned agrees to be governed by and follow all health, safety, or otherwise applicable rules and regulations of the Company.
9. The Undersigned acknowledges that no person shall be allowed on the site unless accompanied by a duly authorized agent of the Company.
10. 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 against the Company and further fully and finally release the Company from any liability arising from my activities and participation on the Construction Site(s), 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.

Signed Participant's Name: _____ Date: _____

****I am the parent/legal guardian of the child named on this Waiver. I have carefully read and understand this Waiver 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: _____