

TURNER CONSTRUCTION COMPANY

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of being permitted by Turner Construction Company (“Turner”) to tour the Midtown Collaboration Center construction site (the “Site Visit”), the undersigned participant and his or her parent and/or legal guardian agree as follows:

1. The undersigned are aware that entering an active construction site may expose the participant to risks of injury and illness and the undersigned assume all risks and responsibility for the participant’s health, safety, and property while participating in the Site Visit.
2. The undersigned acknowledge that it is the sole responsibility of the undersigned to determine whether the participant is able, physically and otherwise, to participate in the Site Visit.
3. The undersigned agree that during the Site Visit, the participant will be committed to his/her safety and that of all persons present. Without limiting the generality of the foregoing, the undersigned agree that during the Site Visit, the undersigned will not stray or wander away from the tour group and will stay with the tour group at all times on the planned pathway. The undersigned agree that the participant will wear long sleeves and full length pants, free of holes, rips or frays, and will wear close-toed shoes, as well as all personal protective equipment provided by Turner or its designee.
4. The undersigned acknowledge that neither Turner nor The Cleveland Foundation assume any responsibility or liability for any injury, loss or accident in connection with the Site Visit, and the undersigned assume the risk of bodily injury, death and property damage occurring on the Site Visit. The undersigned hereby release the directors, agents, officers, members, volunteers, and employees of Turner and The Cleveland Foundation and their respective subcontractors and suppliers (collectively, the “Releasees) from all liability, claims, demands, losses or damages, including but not limited to attorneys’ fees and costs, alleged to be caused in whole or in part by the act, omission, or negligence of the Releasees arising out of or in connection with the Site Visit.
5. The undersigned agree that if, despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, they or anyone on behalf of either of them, makes a claim against any of the Releasees, the undersigned will indemnify, defend and save and hold harmless each of the Releasees from any litigation expense, attorneys’ fees, losses, liabilities, damages or costs which any of the Releasees may incur as a result of such claim.
6. The undersigned agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall be governed by the laws of the State of Ohio and that any action or proceeding brought by any party relative to the Site Visit shall be brought in the federal or state courts located in Cleveland, Ohio.

I have read this agreement and fully understand its terms. I understand that by signing it, I am giving up rights I would otherwise have. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect.

Participant Signature	Date	Printed Name

Parent/Guardian Signature	Date	Printed Name