Messer
WeAreBuilding.

WAIVER AND LIABILITY RELEASE

Jobsite Visit or Shadow

Messer Construction Co. ("Messer") is constructing a facility for UC ("Owner") located at 2540 Corbett Dr. (the "Site") under a construction agreement (the "Project").

I, _____, desire to enter the Site. I, and my parent if he or she has signed below, (the "Undersigned") understand that the Site and the area surrounding the Site constitute a construction site and contain numerous hazards. The Undersigned further understand that on a project like this under construction there are many hazards, many of which may be difficult to discern, and that numerous extremely hazardous materials, substances, tools and activities may be present on the Site and may be present without warning in the specific location(s) where I may be present. The Undersigned further understand that I am responsible for my own safety, health and welfare while at the site. The Undersigned further understand that, absent signing this waiver form, the Undersigned would have the right to recover damages from anyone who was legally responsible for injuring me at the Site and that by signing this waiver, the Undersigned give up that right.

In consideration of the permission of Messer to enter the Site, the Undersigned hereby assume all risks and hazards incident to or encountered at the Site and agree to waive, release, absolve, indemnify, defend and hold harmless Messer, its agents and employees, Project Owners, Architects and other Project Staff and any and all consultants, contractors and subcontractors and all of their agents and employees having any interest or involvement in the Project or the construction thereof (the "Released Parties") of any and from any and all claims, losses, liabilities, or damages arising from or related to any injury or damage, including but not limited to death, which the Undersigned suffer or which the Undersigned have caused, in whole or in part, relating to my visit to the Site or in traveling to or from the Site. This indemnity includes but is not limited to any claim for bodily injury, sickness, death or damage to personal property made by any persons entering the Site or by any of their spouses, personal representatives, or other related persons. The Undersigned specifically understand that they are releasing, discharging and waiving any claims or actions that they may have presently or in the future for the negligent acts or other conduct by Messer or the other Released Parties. The foregoing indemnity shall apply even if the damages are caused by the negligence or other fault of Messer or another person indemnified, to the extent permitted by law.

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

If the person desiring to enter the Site is under 18 years of age, the parent must sign indicating the parent's agreement to be bound by this Waiver and Liability Release.

PARENT SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

zero injury