

PROJECT VISITOR WAIVER OF LIABILITY AND RELEASE

<p>Visitor Name (print): _____</p> <p>Full Mailing Address: _____</p> <p>_____</p> <p>Email Address: _____</p> <p>Phone: _____</p> <p>Emergency Contact Person: _____</p> <p>Emergency Contact Phone: _____</p> <p>Relationship to Visitor: _____</p>	<p>Construction Company: <u>J. T. Vaughn Construction, LLC ("Company")</u></p> <p>Construction Site(s) to Visit: <u>Texas Facilities Commission ("Owner")</u> <u>North Austin Complex - Phase 1</u> <u>4601 W Guadalupe St</u> <u>Austin, TX 78751</u> _____ _____</p>
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The Undersigned has requested to be permitted access to certain Construction Site(s) where the above-named Company is performing work. 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). 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, the Owner(s) of the Construction Site(s), 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).
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 Site(s).**
4. **To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save harmless the Company, the Owner(s) of the Construction Site(s), 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,**

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affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Indemnitees"), 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. 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 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 to be governed by and follow all health, safety, or otherwise applicable rules and regulations of the Company, including but not limited to:
 - A. To follow Company's safety rules, and to immediately leave the Project if requested by Company's personnel.
 - B. To wear at all times OSHA approved Personal Protective Equipment, including, but not limited to, head protection, eye protection and work boots while on the Project.
8. The Undersigned acknowledges that no person shall be allowed on the Construction Site(s) unless accompanied by a duly authorized agent of the Company.
9. 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.
 - A. He/she had an opportunity to review this document thoroughly and has an opportunity to consult counsel if he/she desires.
 - B. He/she is under no compulsion to sign this document and is doing so freely and without any duress or undue influence.
 - C. He/she recognizes the Project is potentially dangerous, and the undersigned must be alert, cautious and keep a proper lookout at all times.
 - D. He/She will take no photographs of the Construction Site(s) or any personnel on the Construction Site(s).

I fully understand that by executing this document I am waiving, releasing and giving up potential legal rights. I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

Signed Visitor Name: _____

Date: _____

Group Affiliation: _____