

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in a visit to a construction project site—the Mount Sinai Medical Center project located at 8250 SW 8th Street, Miami, Florida 33144 (the “Activity”) provided by Brasfield & Gorrie, L.L.C., a Delaware limited liability company, with offices located at 3021 7th Avenue South, Birmingham, Alabama 35233 (“B&G”) (B&G referred to as the “Company”). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, partners, managers, employees, agents, affiliates, successors, and assigns (collectively, “Releasees”), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees arising out or resulting from any claim of a third party related to my participation in the Activity.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Jefferson County, Alabama, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____