

Miami Freedom Park Stadium

VISITOR WAIVER, RELEASE AND ASSUMPTION OF RISK

ACNOWLEDGEMENT AND ACCEPTANCE OF RISK: I, the undersigned ("Visitor"), understand that by entering upon a certain site, structure and surrounding areas under construction to be generally known as the Miami Freedom Park Stadium, located at 1400 NW 37th Avenue, Miami, FL 33125 (the "Site"), I may encounter both known and unknown hazards and risks, which could result in injury or harm to myself and damage to my property. By signing below, I acknowledge that I am aware of the dangers and that I hereby knowingly accept and assume all risk and dangers in connection with my visit to the Site, and all responsibility for any and all losses and/or damages, whether caused in whole, or in part, by my negligence, the negligence of Releasees (as defined below), or others.

WAIVER AND RELEASE OF LIABILITY: In consideration of being granted permission to visit the Site, I do hereby, on behalf of myself, my personal representatives and my heirs, voluntarily agree to RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS Inter Miami Stadium, LLC; Miami Freedom Park, LLC; Lemartec Corporation; City of Miami; together with any of their representatives, affiliates, subsidiaries, related entities, agents, servants, employees, owners, directors and/or officers thereof (collectively the "Releasees"), from any and all claims, demands, actions, losses and liability for any bodily injury, disability, wrongful death or loss of services that I may suffer, and/or loss or damage to person or property, whether arising from my negligence, the negligence of Releasees, or otherwise, to the fullest extent permitted by law.

INDEMNIFICATION: For and in consideration of being permitted to visit the Site, I consent to this Visitor Waiver, Release and Assumption of Risk and agree to SAVE AND HOLD HARMLESS, INDEMNIFY AND DEFEND the Releasees from and against any and all claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees and costs) made or brought by anyone against Releasees arising out of or in connection with the Visitor entering upon the Site. Visitor hereby expressly acknowledges that the foregoing indemnification provides, among other things, that Visitor is indemnifying Releasees for the negligence of Releasees.

SURVIVABILITY: If any term or provision, or part thereof, of this VISITOR WAIVER, RELEASE AND ASSUMPTION OF RISK is held invalid, it is agreed that the remainder of the term, provision or document shall be construed to be in full legal force and effect.

COMPLIANCE: I agree to adhere to and abide by all safety related rules and procedures associated with the Site. Visitor may be refused entry upon the Site or from continuing the tour or visit at the Site if the Visitor engages in unacceptable or dangerous conduct.

By signing below, I acknowledge that I am at least 18 years of age, have read the entire document, understand it and agree to be bound to its terms.

Visitor Signature _____

Date: _____

Visitor Name (Printed) _____

Visitor Address _____
