GENERAL RELEASE FORM

PROJECT VISITOR – MLK Memorial Library Renovation

VISITOR RELEASE AND INDEMNIFICATION

I, the undersigned, in full recognition and appreciation of the dangers and hazards inherent in visiting a construction site, freely acknowledge and understand that the activity involves the risk of serious bodily injury or death, and I fully accept and assume all risks and responsibility for injuries, losses, liabilities, damages and costs which I may incur as a result of my participation in the activity. I have been advised that I must wear a hard hat, safety glasses with side shields and any other personal protective equipment as may be required by Smoot/Gilbane III MLK, A Joint Venture, at the MLK Memorial Library Renovation project at all times while on the construction site.

I, on my behalf and on behalf of my personal representatives, executors and heirs, hereby release and agree to indemnify, defend and hold harmless Smoot Construction of Washington DC, Gilbane Building Company, and Smoot/Gilbane III MLK, A Joint Venture, their affiliates, partners (including joint venture partners), members, managers, officers, directors, agents, employees or volunteers, subcontractors and sub-subcontractors, and if applicable, the owner(s) or lessor(s) of the property ("Releasees"), from and against any and all injuries, losses or liabilities, to the fullest extent permitted by law, incident to my involvement or participation in visiting the construction site ("Release and Indemnification"). This Release and Indemnification shall include, but not be limited to, all injuries, losses or liabilities of any kind whatsoever incurred or sustained by me or my property as a result of the negligence of the Releasees.

I acknowledge that I have been given adequate opportunity to read this Release and Indemnification and I am knowingly and voluntarily signing a legal contract waiving certain rights. If any portion of this Release and Indemnification is found to be unenforceable or invalid, that portion shall be severed and the remainder shall remain in full force and effect.

Name (Please print) _____________________________ Signature _____________________________

Date _____________________________ Emergency Contact Person Name & Phone Number _____________________________

For children under age 18, a parent or legal guardian must sign this Release and Indemnification.

Minor’s Name (Please print) _____________________________ Signature _____________________________

Relationship to Minor _____________________________ Date _____________________________