



**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR SITE VISIT (the "Release")**

In consideration of being permitted to enter and tour the **Progressive Field Ballpark Improvements** construction site **on the property bounded by 2401 Ontario St, Cleveland, OH 44115** (the "Project") periodically for the duration of the Project, by signing below the UNDERSIGNED HEREBY:

1. ACKNOWLEDGES THAT THE VISIT TO OR TOUR OF THE PROJECT IS POTENTIALLY HAZARDOUS and involves certain risks, including the risks of serious bodily injury, death and property damage.
  
2. ASSUMES FULL AND SOLE RESPONSIBILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the visit to or tour of the Project, whether caused by the negligence of the Releasees or otherwise.
  
3. RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE: (a) M. A. Mortenson Company and its direct and indirect subcontractors; (b) the owner of the Project; and (c) the architect of the Project and all of its consultants, and any of the officers, directors, agents, employees, sureties, insurers, successors and assigns of those parties listed in (a), (b) or (c) ("Releasees"), from and for ANY AND ALL CLAIMS, LOSSES OR DAMAGES AND ANY CLAIM OR DEMANDS THEREFOR (including, without limitation, legal fees and disbursements) ON ACCOUNT OF BODILY INJURY, DEATH OR PROPERTY DAMAGE (INCLUDING THE LOSS OF USE THEREFROM) ARISING OUT OF, ARISING FROM OR IN ANY MANNER RELATED OR CONNECTED TO THE VISIT TO OR TOUR OF THE PROJECT OR THE ENTRY BY THE UNDERSIGNED UPON THE PROJECT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
  
4. AGREES TO ASSUME THE RESPONSIBILITY AND LIABILITY for damage or injury to all persons and to all property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with the UNDERSIGNED'S entry upon or use of the Project premises. Notwithstanding any provision or agreement to the contrary, UNDERSIGNED shall defend and indemnify the Releasees against all claims, damages and losses (including without limitation legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with the UNDERSIGNED'S entry upon or occupancy of the Project.
  
5. AGREES THAT THIS RELEASE, WAVIER OF LIABILITY, AND ASSUMPTION OF RISK EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEES AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF THE LOCATION OF THE PROJECT and that if any portion thereof is invalid, agrees that the balance shall, notwithstanding, continue in full legal force and effect. This Release sets forth all agreements and understandings of UNDERSIGNED with respect to the subject matter hereof.
  
6. AGREES TO ABIDE by Mortenson's safety program, criteria and requirements at the Project and agrees to follow all safety instructions and directions provided by Mortenson at the Project.

**I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Name Printed: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_