

GPPC TOUR RELEASE AND WAIVER AGREEMENT

I (*the undersigned participant*) wish to participate in the opportunity to tour and be permitted access to the Global Peak Performance Center (“GPPC”) at 1921 - 1950 W 2rd St., Cleveland, OH 44113 (hereinafter referred to as the “Tour”).

I agree and represent that I am aware that there are ongoing construction activities at the GPPC. I further agree and represent that construction sites are a dangerous environment, including the GPPC, despite the precautions for safety taken by Cavaliers Holdings, LLC (“CH”) Bedrock Management LLC (“Bedrock”) and its consultants, The Whiting-Turner Contracting Company (“WT”), its subcontractors, or others performing work at GPPC. In consideration of being granted the right to access the GPPC, I have agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

I, on behalf of myself and for my personal representatives, heirs, next of kin, and assigns, acknowledge and agree:

1. I acknowledge that I fully understand that construction and other activities at the GPPC are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, I (and on behalf of my personal representatives, heirs, next of kin, and assigns) release, waive and discharge, and covenant not to sue, CH, Bedrock, WT, the City of Cleveland, any subcontractor or tiered subcontractor or person engaged by any of them to perform any work or services at the GPPC, each of their respective affiliates, and each of their respective officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the “GPPC Parties”) 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 my presence at the GPPC.
3. I assume full responsibility for, and risk of, injury to my person or my death or damage to my property, whether caused by the negligence of the Releasees or otherwise, occurring during, or as a result of, my presence at the GPPC.
4. To the fullest extent permitted by law, I shall indemnify, defend and hold harmless the GPPC Parties, from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney’s fees and expenses of any nature, arising out of or resulting from my presence at the GPPC. These indemnity obligations shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist under law except to the extent that it is caused by the sole negligence of any party indemnified hereunder in which case this obligation shall not apply relative to such indemnified party.
5. I acknowledge that I have sole responsibility to carefully evaluate the risks inherent in accessing the GPPC and that I have fully considered those risks, including, without limitation, dangers posed by my willful or negligent conduct and/or by others.
6. I acknowledge and voluntarily assume full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to my presence at the GPPC.
7. I agree to comply with all safety and security requirements at the GPPC. The following PPE must be worn at all times while onsite: hard hat, safety glasses, high visibility vest, shirts with a minimum of 3” sleeves, full length pants (shorts, skirts, dresses, etc. are not permitted), and sturdy shoes (dress shoes, loafers, flats, high heels, etc. are not permitted).
8. I agree to limit my access to those places on the GPPC specifically authorized by CH, Bedrock, and WT.
9. I must be escorted by a trained and approved representative from CH, Bedrock or WT.
10. I agree to read and comply with all signs and barricades. Under no circumstances is an individual allowed to cross red danger tape or barricade without express permission and escort from a WT representative.
11. I agree that my participation in the Tour is entirely voluntary and recreational; that the Tour is not a work-related or a required activity; that there is no work-related benefit or requirement as to my participation in the Tour, nor is there any detriment from my non-participation in the Tour; that the Tour is outside the scope of my employment; that the Tour and any business, operator, or arrangements made in connection with the Tour are unrelated to and unaffiliated with CH.
12. I agree that no GPPC Party has advised me or made any representation or recommendation upon which I am relying as to whether I should or should not participate in the Tour.
13. I agree that I will not take any photos and/or videos unless expressly permitted, and in no event will I post any photos and/or videos of the GPPC to any social media platform.
14. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

My signature below evidences my full acknowledgement, understanding and agreement with all of the provisions of this Release and Waiver Agreement and my intent to be bound thereby.

Printed Name: _____ Signature: _____