

# Construction Liability Waiver

This Release and Waiver of Liability (the “**Release**”) is executed on this \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ (the “**Undersigned**”) in favor of Liability Waiver, Inc. its directors, officers, agents, employees, representatives, attorneys, successors, assigns, subsidiaries, parent companies and affiliates (collectively known as “**Liability Waiver, Inc**”).

The Undersigned desires access to Liability Waiver, Inc’s manufacturing facility located at 29 Pitman Road, Barre, VT 05641 (the “**Facility**”). The Undersigned understands that the Facility is a manufacturing plant location and may have dangerous conditions, including the presence of hazardous materials, that may pose significant risks, and that timely medical attention can not be guaranteed by Liability Waiver, Inc, all of which may involve hazards to the Undersigned, including, but not limited to, bodily injury, personal injury, illness, death, property damage or other loss.

The Undersigned hereby freely, voluntarily, and without duress executes this Release under the terms below:

## 1. Release and Waiver

As consideration for gaining access to the Facility, the Undersigned does hereby release and forever discharge, and agrees to defend, indemnify and hold harmless Liability Waiver, Inc from and against any and all loss, damage, expense, liability, claim, injury, settlement, judgment, award, fine, penalty, charge or demand of any nature (hereinafter collectively referred to as “**Claim**”), either in law or in equity, which arises or may hereafter arise from Undersigned’s activity on or around the Facility, including any Claim which arises or may hereafter arise from the Undersigned’s ingress and egress in and to the Facility, whether by roadway or otherwise, except, however, not to the extent that the same be caused by or result from the gross negligence of willful misconduct of Liability Waiver, Inc.

## 2. Medical Treatment

Undersigned does hereby release and forever discharge Liability Waiver, Inc from any Claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Undersigned’s activities on or around the Facility, including any Claim that arises from the Undersigned’s ingress or egress in and to the Facility, whether by roadway or otherwise, whether the same be caused by or result from any matter, thing or condition, negligence or fault of Liability Waiver, Inc.

## 3. Assumption of Risk

The Undersigned hereby expressly and specifically assumes any and all risk of any and all activities undertaken in, on or around the Facility, including any means by which the Undersigned accesses or exits the Facility, and releases Liability Waiver, Inc from all Claims relating to or arising out of any bodily injury, personal injury, illness, death, or property damage or other loss resulting from any such activity.

## 4. Insurance

The Undersigned understands that Liability Waiver, Inc does not carry or maintain health, medical, or disability insurance coverage for the Undersigned. The Undersigned is expected and encouraged to obtain his or her own medical or health insurance coverage. Further, Liability Waiver, Inc does not provide workers compensation or malpractice insurance or any other employee benefits to the Undersigned of any kind whatsoever.

## 5. Photographic Release

Undersigned does hereby grant and convey unto Liability Waiver, Inc all right, title and interest in any and all photographic images and video or audio recordings made by Liability Waiver, Inc during the Undersigned's activities on or around the Facility, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. No reproduction or other use of any such photographs or recordings may be made by the Undersigned without the prior express written consent of Liability Waiver, Inc.

## 6. Other

Undersigned understands and acknowledges that this Agreement is a binding legal document that affects Undersigned's legal rights and remedies. Undersigned further understands and acknowledges that this Agreement binds not only Undersigned but also Undersigned's spouse, children, heirs, representatives, distributes, guardians and assigns. Undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Vermont, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Vermont. Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. The Undersigned acknowledges that there is a valid consideration to executing this Release.

Any dispute, controversy, claim or question of interpretation arising out of or relating to this Release shall be determined by binding arbitration in accordance with the American Arbitration Association Arbitration Rules as at present in force. The arbitration shall be conducted by a single arbitrator held in Burlington, VT. Either party may conduct discovery, and the arbitrator is empowered to issue discovery orders; provided, however, that all discovery shall be concluded and terminated 120 days following appointment of the arbitrator unless extended by the arbitrator for good cause. Both parties shall have the right to call any number of witnesses to testify before the arbitrator. Such witnesses shall be subject to cross-examination by the other party or parties and to questioning by the arbitrator. The arbitrator shall have the power and right to grant any appropriate legal or equitable relief (both affirmative and negative in nature) and may award damages, attorneys' fees, expert witness fees, costs of suit and arbitration costs and fees to the party or parties entitled thereto. The arbitrator as part of the award shall designate a prevailing party and award to said party, in addition to any other relief granted, that party's fees and costs including reasonable expert witness fees, reasonable attorneys fees, costs of suit and arbitration costs and fees incurred in connection with the arbitration or other proceeding. Undersigned understands that by executing this instrument, he or she is relinquishing certain valuable rights. Accordingly, Undersigned represents and warrants that he or she has completely read and understands the terms and provisions of this Release, has had ample opportunity to review this Release with his or her attorney, has knowingly executed this Release, and that, except as expressly set forth herein, he or she is not relying on any representation or fact made by Liability Waiver, Inc or any other person to induce Undersigned to execute this Release.

By signing below, the Undersigned has read, understood, and executed this Release as of the date first above written.

**Undersigned:** \_\_\_\_\_

(signature) (Print Name)

**Complete Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Emergency Contact :** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Company Represented:**\_\_\_\_\_

To download any other liability waiver form, please visit [Liability Waiver](#).