



**PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!**

**RELEASE AND WAIVER OF LIABILITY**

I, the undersigned ("Participant"), desire to participate in the tour of Fenway Center Phase 2 Deck and Foundations Site Tour ("Tour"), which is an active construction site. I understand that a construction site can be a dangerous environment and involves numerous risks. In consideration of my being granted the right to take part in the Tour, I hereby acknowledge and agree to the following:

I am fully aware of the risks inherent in my participation on this Tour, which may include without limitation, the risk of death, bodily injury or property damage resulting from such visit or participation, including the unavailability of emergency medical care or the negligent or deliberate acts of myself and/or by other persons.

I hereby release, hold harmless, and forever discharge the Boston Society of Civil Engineers Section, the American Society of Civil Engineers and their respective employees, officers, affiliates, agents, members, or representatives (each a "Released Party" and collectively the "Released Parties"), from, and waive any and all claims which I may have against them at any time with respect to, liability arising from personal injury or property damage which I may suffer or incur in participating in or traveling to or from the Tour, excluding only those claims caused solely by the gross negligence or willful misconduct of any Released Party. **I INTEND THIS RELEASE TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.**

I acknowledge my voluntary participation in the Tour with full knowledge and acceptance of the risks involved, and I assume complete responsibility for myself for any bodily injury, accident, illness, death, paralysis, or loss of personal property arising as a result of my participation in this Tour. I expressly waive all rights or benefits of statutory and non-statutory laws of any jurisdiction pertaining to this Agreement and Release.

I agree to indemnify and hold harmless the Released Parties from and against any and all claims, causes of action, damages, judgments, costs or expenses, including reasonable attorney's fees, which arise in any way from my conduct on the Tour, including without limitation any and all damages to property on such construction site, injury to any other person on such construction site, caused, directly or indirectly, by me, whether by inadvertence, negligence, willful misconduct or otherwise.

I further agree that I will comply with all safety instructions and procedures at all times while remaining on the site, whether before, during, or after the Tour. In the event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, the Section is hereby authorized, but not required, to take all necessary actions as it relates to immediate medical or dental or other care, transportation and emergency medical services as warranted in the course of care for me. I agree to be responsible for all fees and expenses as they relate to this paragraph.

**I understand and agree that by signing this agreement I am releasing any right to make any claim, now or in the future, for damages or any other relief against ASCE even if the claim arises from an injury or damage caused, or alleged to have been caused, by the negligence of ASCE.**

I intend that this Release and Waiver of Liability shall be binding upon me and my heirs, executors, personal representatives, and assigns. 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.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. BY SIGNING THIS AGREEMENT, PARTICIPANT REPRESENTS THAT HE/SHE IS AWARE THAT THIS IS A RELEASE OF LIABILITY, A PROMISE NOT TO SUE, AND A CONTRACT BETWEEN RELEASOR AND THE RELEASEES.**

IN WITNESS WHEREOF, Participant has executed this Release and Waiver of Liability as of the date written below.

Participant: \_\_\_\_\_ Address: \_\_\_\_\_

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

**If participant is under the age of 18, a parent or legal guardian MUST read and sign below.**

I am the parent or guardian of \_\_\_\_\_ ("Minor"), and I consent to Minor's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing Minor to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, THE MINOR, and our heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or the Minor may allege against the Released Parties (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or Minor because of Minor's participation in the Tour, **WHETHER CAUSED BY THE NEGLIGENCE OF A RELEASED PARTY** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of Minor regarding any claim arising from Minor's participation in the Tour.

Participant: \_\_\_\_\_ Address: \_\_\_\_\_

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