



PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in the One Simmons Project Site Tour (“Event”), I hereby release, hold harmless, and forever discharge the Boston Society of Civil Engineers Section/ASCE (BSCES), the American Society of Civil Engineers (ASCE), 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 and from the Event, 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 Event with full knowledge and acceptance of the risks involved, which may include but are not limited to injuries or loss caused by physical activity; hazardous weather, road, or environmental conditions; my own actions or the actions of other the event planners, other participants, or other members of the public; vehicular traffic or equipment failure; slips, falls, collisions, or any other accident; or any other risk or danger. 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 Event. I expressly waive all rights or benefits of statutory and non-statutory laws of any jurisdiction pertaining to this Agreement and Release.

I recognize that I am fully responsible for knowledge of my own state of health and for determining whether participation in any activity related to this Event is medically appropriate for me. I hereby certify that I am physically fit and do not have any physical conditions which could be aggravated by my participation in the Event.

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 during the Event, including without limitation any and all damages to property, 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 Event. 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, BSCES 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 BSCES even if the claim arises from an injury or damage caused, or alleged to have been caused, by the negligence of BSCES.

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: _____