

# SITE VISIT WAIVER OF LIABILITY AND RELEASE

**Project:** AB003A - Miami International Airport (MIA) Concourse E Satellite APM Bridge Rehabilitation

**Site:** Miami International Airport (MIA)

The Undersigned has requested to be permitted access to the Premises, as defined above. In consideration of being granted the right to access the Site, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

The Site Visit to the Premises will entail a guided walk through for individual viewing. The Site Visit will be inclusive of, but not limited to, areas with non-standard dangers such as the tug drive at Ramp Level.

**WHEREFORE, the Undersigned, for him/herself and for his/her personal representatives, heirs, next of kin, and assigns, and in consideration of the County allowing access to the Premises, acknowledges and agrees:**

1. The Undersigned acknowledges that he/she fully understands that the Site Visit and other activities at the Premises are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE, Miami-Dade County, any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Site, and their officers, directors, stockholders, members, employees, representatives, agents, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees") 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 the Undersigned's presence at the Site.
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS/HER DEATH or damage to his/her property, occurring as a result of, arising out of, or related to the Undersigned's presence at the Site.
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save Harmless Miami-Dade County, any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Site, and their officers, directors, stockholders, members, employees, representatives, agents, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Indemnitees"), from and against any and all allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, expenses (including, without limitation, attorney's fees and costs and appellate costs), or liability (the "Losses") for injuries to property, injuries to persons including death, and from any and all other claims, suits, or liability on account of or arising out of, in whole or in part, of any act or omission of the Undersigned. The indemnification and hold harmless obligation hereunder shall not be limited by a limitation on amount or type of damages or compensation.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Site and that he/she has fully considered those risks, including,

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without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.

6. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the Site.
7. The Undersigned is solely responsible for providing any and all personal protective equipment as the Undersigned believes may be necessary, or as may be required by any code or industry standard, for the activities included in the Site Visit.
8. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
  - a. *He/she had an opportunity to review this document thoroughly and has an opportunity to consult counsel if he/she desires.*
  - b. *He/she is under no compulsion to sign this document and is doing so freely and without any duress or undue influence.*
  - c. *He/she recognizes the Project is potentially dangerous, and the undersigned must be alert, cautious and keep a proper lookout at all times.*

I fully understand that by executing this document I am waiving, releasing and giving up potential legal rights. I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

**Visitor Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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