

**DEMOLITION SITE ACCESS FORM
AND
RELEASE AND WAIVER OF LIABILITY**

Structure Demolition Project – 9830 Grant Line Road

Prior to visiting the site please read the below carefully, and sign indicating your acceptance.

The Capital SouthEast Connector JPA (“JPA”) intends to demolish structures (“Project”) located at 9830 Grant Line Road in Elk Grove CA (“Premises”); the JPA is seeking bids from contractors to complete the Project. The JPA has requested prospective bidders on the Project conduct a site tour of the Premises prior to submitting their bids. The JPA has agreed to conduct a site tour, open to any prospective bidder provided that the prospective bidder forever releases the JPA from any and all liability that may arise in connection with the tour of the Premises.

I acknowledge, agree and represent that I am aware that the Project is scheduled for demolition and that **a demolition site is a dangerous environment**, notwithstanding any safety precautions employed by the JPA. In consideration of being granted the right to visit the Premises, and my voluntary decision to attend the Premises, I further agree and warrant as follows:

1. I hereby assume all risk of accidents, personal injury, death and property loss or damage sustained or incurred as a result of my presence at the Premises including, but not limited to, during my participation in any site tours and including those injuries/damages caused as a result of negligence on the part of the Released Parties (as defined below).
2. I further agree to release, discharge, waive and hold harmless from and against all liabilities, actions, causes of actions, suits, damages, losses, judgments, claims and demands whatsoever, in law or in equity, including legal fees and disbursements, which I or my heirs, executors, administrators, legal representatives, successors, or assigns may now or hereafter have against the JPA, its officers, employees, agents, contractors and assigns and representatives of the foregoing, for any such personal injury, death or property damage (the "Released Parties").
3. I acknowledge that it is my sole responsibility to evaluate carefully the risks inherent in visiting the Premises and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others.
4. 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.
5. I agree that I will follow all the instructions specified by the tour guide before the tour begins, during the tour and after the tour is complete and while remaining on the Premises.

By signing this Demolition Site Access Form and Release and Waiver of Liability ("Release"), I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties. The undersigned represents and warrants that he/she is at least 18 years of age, and voluntarily agrees to all of the terms of this Release.

Date: _____
Signature: _____
Name (Print): _____
Company name: _____

Staff use:

Verified by: _____
Date: _____