

## VISITOR RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of permission from American Bridge Company/Fluor Enterprises, Inc., A Joint Venture (hereinafter referred as "ABFJV") for the undersigned Visitor (hereafter referred as "Visitor") to enter the Project Premises of ABFJV located at:

Contract 04-0120F4  
04-SF-80-13.2/13.9  
San Francisco Oakland Bay Bridge  
East Span Seismic Retrofit Project  
Self-Anchored Suspension Bridge  
(Superstructure and Tower)

I (Visitor) agree to waive all rights and claims against ABFJV, American Bridge Company, Fluor Enterprises, Inc. and the State of California, including each of their respective parents, subsidiaries, related entities, officers, directors, agents and employees, and each of them and T.Y. Lin International / Moffatt & Nichol Engineers, a Joint Venture and its consultants and subconsultants (hereafter collectively referred to as "Indemnitees") for losses or damages due to bodily injury, sickness, disease, emotional injury, death and/or any damage to property including the loss of use thereof, of every kind or nature whatsoever, arising out of my (Visitor) presence on and/or use of any facility, transport or other property of Indemnitees at the Project Premises.

To the fullest extent permitted by law, I (Visitor) further agree to indemnify, defend, and hold harmless Indemnitees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever arising out of and/or my (Visitor) presence on any facility, transport or other property on the Project Premises, regardless of the existence or degree of fault of Indemnitees.

I (Visitor) expressly agree that this Visitor Release and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California in the United States of America and this Release shall be governed by and interpreted in accordance with the laws of the State of a California. I (Visitor) agree that in the event that any clause or provision of this Visitor Release and Hold Harmless Agreement 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.

In signing this release, I (Visitor) acknowledge and represent that I (Visitor) am 18 years or age or older, have read the foregoing, understand it and sign it voluntarily; no oral representations, statements or inducements have been made; I (Visitor) am fully competent and I (Visitor) execute the Visitor Release and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by the same.

VISITOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Title - (if Visitor is Representing their Employer)

## **VISITOR ACKNOWLEDGMENT, WAIVER, RELEASE AND AND AGREEMENT TO HOLD HARMLESS**

I, *[print name]* \_\_\_\_\_, hereby acknowledge and represent that (a) I am 18 years of age or older, (b) I wish to visit the project site generally known as the San Francisco Oakland Bay Bridge (the "Site") and have been granted permission by \_\_\_\_\_ ("Contractor") to do so, and (c) I will be joining personnel of CirclePoint and/or HNTB Corporation ("HNTB"), in visiting the Site, including possible transport to, from, in and around the Site. In consideration for being permitted to enter upon the premises of the Site, including possible transport to, from, in and around the Site, for my own purpose and interest, I acknowledge and agree, on behalf of myself, my spouse (if any), and other survivors (if applicable) to the following:

- I will follow all rules, procedures, and instructions provided by CirclePoint and HNTB personnel. Neither CirclePoint nor HNTB make any representation or warranty that such rules, procedures and instructions will eliminate all risks and hazards or will protect me from any injury or loss.
- I will follow all safety instructions of CirclePoint and HNTB personnel, including the wearing of personal protective equipment. Neither CirclePoint nor HNTB make any representation or warranty that such instructions and protective equipment will eliminate all risks and hazards or will protect me from any injury or loss.
- I understand that the Site, including possible transport to, from, in and around the Site, is a construction site that is actively in operation, where hazards may exist and I am aware and appreciate the risks which may result. There may be machinery and equipment in use, and this machinery and equipment represent hazards and can cause injury, including death. In addition, there may be other hazards inherent to the Site and areas which may not be safe for entry or which pose a risk of personal injury, including death. I am also aware that accidents occur on construction sites and that I may be seriously injured or killed as a result. I will observe all safety and warning signs and notices posted at the Site. I am voluntarily entering onto the Site with knowledge of the dangers involved and I agree to accept any and all risk of injury or death.
- I understand that the Contractor may have safety devices, procedures, and policies in place at the Site and for individuals visiting the Site. However, neither CirclePoint nor HNTB make any representation or warranty that the Contractor's safety devices, procedures, and policies have eliminated the hazards from the Site or will protect visitors from injury or loss, including death. Furthermore, neither CirclePoint nor HNTB will provide any additional safety devices, make any repairs or improvements, or take any measures in addition to those already in place at the Site to protect the safety of visitors.
- I am visiting the Site, including possible transport to, from, in and around the Site, at my own risk. **ON BEHALF OF MYSELF, MY SPOUSE (IF ANY), AND OTHER SURVIVORS (IF APPLICABLE), I ASSUME ANY AND ALL RISK OF BODILY INJURY, SICKNESS, DISEASE, EMOTIONAL INJURY, DEATH AND/OR DAMAGE TO PROPERTY INCLUDING THE LOSS OF USE THEREOF, OF EVERY KIND OR NATURE WHATSOEVER, ARISING OUT OF MY VISIT TO THE SITE AND ANY TRANSPORT RELATED THERETO.**

**ON BEHALF OF MYSELF, MY SPOUSE (IF ANY), AND OTHER SURVIVORS (IF APPLICABLE), I WAIVE ALL RIGHTS AND CLAIMS AGAINST CIRCLEPOINT, HNTB, ANY OF THEIR AFFILIATED ENTITIES, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND SUBCONTRACTORS, FOR LOSSES OR DAMAGES DUE TO BODILY INJURY, SICKNESS, DISEASE, EMOTIONAL INJURY, DEATH AND/OR DAMAGE TO PROPERTY INCLUDING THE LOSS OF USE THEREOF, OF EVERY KIND OR NATURE WHATSOEVER, ARISING OUT OF MY VISIT TO THE SITE AND ANY TRANSPORT RELATED THERETO.**

**ON BEHALF OF MYSELF, MY SPOUSE (IF ANY) AND OTHER SURVIVORS (IF APPLICABLE), TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CIRCLEPOINT, HNTB, ANY OF THEIR AFFILIATED ENTITIES, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND SUBCONTRACTORS (HEREAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, ACTUAL ATTORNEY'S FEES, LOSSES OR LIABILITIES, IN LAW OR IN EQUITY, OF EVERY KIND AND NATURE**

**WHATSOEVER ARISING OUT OF MY VISIT TO THE SITE AND ANY TRANSPORT RELATED THERETO, REGARDLESS OF THE EXISTENCE OR DEGREE OF FAULT ON INDEMNITEES.**

- In signing this document, I intend to release, in advance, and to waive my rights against and discharge all of the persons and entities mentioned above from any and all claims for bodily injury, sickness, disease, emotional injury, death and/or damage to property including the loss of use thereof, of every kind or nature whatsoever which I may have as a result of my visit to the Site, and any transport related thereto, even though that liability may arise from negligence or carelessness on the part of persons or entities being released, or from dangerous or defective property or equipment owned, maintained, or controlled by them or the Contractor, or because of their possible liability, without fault.
- I expressly agree that this Visitor Acknowledgment, Waiver, Release and Agreement to Hold Harmless is intended to be as broad and inclusive as permitted by the laws of the State of California and that this agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that any clause, term, or provision of this document shall be declared or adjudicated void or invalid, it shall in no manner affect the other clauses, terms and provisions hereof, which shall remain in full force and affect, as if the clause, term or provision so declared or adjudicated invalid were not originally a part thereof.
- In signing this document, I further acknowledge and represent that I have carefully read the foregoing, understand it and sign it voluntarily; no oral representations, statements or inducements have been made; I am fully competent and I execute this document for full, adequate and complete consideration fully intending to be bound hereby. I understand that this document is binding upon the undersigned and each of his, her, or their respective heirs, assigns and legal representatives.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING BELOW.

**VISITOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company & Title (if Visitor is representing their employer)