**RELEASE AND INDEMNITY**

**1.** The undersigned, being aware that the nature of the activities conducted and the facilities found at and around construction sites such as this Project:

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may render visitation, access and/or activity to and/or at the Project physically dangerous, hereby acknowledges that the undersigned’s (and its agents, employees and invitees) visit, access and/or activity to and/or at the Project is being conducted **solely at the undersigned's** **own risk** and in full awareness of the potential for personal injury, bodily injury and/or property damage. The undersigned agrees to abide by any safety or other requests or rules of McCownGordon Construction, LLC in connection with such visit, access or activity including, but not limited to, not interfering with other activities at the Project.

**2.** The undersigned, on behalf of the undersigned and the undersigned's successors, assigns, heirs, employees, agents and invitees, **hereby agrees to defend and indemnify, and hereby waives, releases and discharges** McCownGordon Construction, LLC and its subcontractors, together with their employees, agents, insurers, sureties, successors, and assigns, from and against any and all liability, claim, action, cause of action, cost or expense including attorneys' fees, arising from or in connection with the visits to the site by the undersigned and its employees, visitors, and invitees or any bodily injury, personal injury or property damage arising from or in connection with the activities being conducted on or about the Project and/or the condition of the Project including any of the facilities located at the Project, however caused.

1. In the event any portion of this release and indemnity is held to be invalid it shall be interpreted to allow the fullest release and indemnity permitted by law.

**4.** The undersigned acknowledges the receipt and sufficiency of consideration given in exchange for this release and indemnity.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

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(Please Print)