

**CHRISTA CONSTRUCTION, LLC
VISITOR RELEASE AND INDEMNIFICATION**

I, the undersigned, in full recognition and appreciation of the dangers and hazards inherent in visiting a construction site, freely acknowledge and understand that the activity involves the risk of serious bodily injury or death, and I fully accept and assume all risks and responsibility for injuries, losses, liabilities, damages and costs which I may incur as a result of my participation in the tour and related activities at _____ located at _____. I have been advised that I must wear a hard hat and any other personal protective equipment as may be required by Christa Construction, LLC at all times while on the construction site.

I, on my behalf and on behalf of my personal representatives, executors and heirs, hereby release and agree to indemnify, defend and hold harmless **CHRISTA CONSTRUCTION, LLC**, its affiliates, partners (including joint venture partners), members, managers, officers, directors, agents, employees or volunteers, subcontractors and sub-subcontractors, and if applicable, the owner(s) or lessor(s) of the property ("Releasees"), from and against any and all injuries, losses or liabilities, to the fullest extent permitted by law, incident to my involvement or participation in visiting the construction site ("Release and Indemnification"). This Release and Indemnification shall include, but not be limited to, all injuries, losses or liabilities of any kind whatsoever incurred or sustained by me or my property as a result of the negligence of the Releasees.

I acknowledge that I have been given adequate opportunity to read this Release and Indemnification and I am knowingly and voluntarily signing a legal contract waiving certain rights. If any portion of this Release and Indemnification is found to be unenforceable or invalid, that portion shall be severed and the remainder shall remain in full force and effect.

Name (Please print)

Signature

Date

For children under age 18, a parent or legal guardian must sign this Release and Indemnification.

Name (Please print)

Signature

Relationship to Minor

Date

CHRISTA CONSTRUCTION, LLC
SITE VISITOR CHECKLIST
(To be handed out to all visitors)

1. All visitors are required to sign a Release Form and obtain a visitor sticker before entering the site.
2. The following items must be observed during a site visit:
 - Hard hats, safety glasses and appropriate flat soled footwear required at all times;
 - All warning signs and barricades must be obeyed;
 - Do not stray from the approved path for ingress and egress;
 - Do not enter areas with inadequate lighting;
 - Be aware of and stay clear of any overhead hazards;
 - Smoking is prohibited;
 - Do not touch or walk on welding leads, wires, piping ductwork, conduit or other construction materials of any kind;
 - Climbing on ladders or scaffolds is prohibited;
 - Do not lean on or reach beyond any handrails or barricades;
 - Be aware that walking surfaces will be uneven or have other impediments not present in a finished product and that extreme care should be taken with each step;
 - Report any hazards to a Christa Construction, LLC representative.

WAIVER AND RELEASE OF LIABILITY

In consideration for me being permitted access to the facilities and/or properties of Buffalo Neighborhood Stabilization Company, Inc. (“BNSC”), the People United for Sustainable Housing, Inc. (“PUSH”) and their respective affiliates (collectively, the “PUSH Affiliates”) for the limited purposes of the applicable programming, I have agreed to sign this Waiver and Release of Liability (this “Agreement”).

By signing this Agreement, I waive and release the PUSH Affiliates and their respective agents, servants, employees, insurers, successors and assigns (the “Releasees”) from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facilities or properties of the PUSH Affiliates, including, but not limited to the facilities and/or properties located at the following:

This waiver and release is intended to and does release the Releasees from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and the Releasees’ negligence. This is not intended to release the Releasees from any liability resulting from their intentional misconduct.

I further covenant and agree not to institute any claims or legal action against the Releasees for any claim released by this Agreement. I further agree that should any claim be made against in contravention of this Agreement, I will protect, defend and completely indemnify (reimburse) the Releasees for any such claim and expenses including attorney’s fees and costs incurred by the Releasees in defending itself or themselves.

I understand that the Releasees are not responsible for any lost, stolen, or damaged valuables or property.

[I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facilities or properties of the Releasees. I agree that I will fully comply with all rules and regulations and with any amendments.]

I have read this Agreement and understand that by signing this Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue the Releasees for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of this Agreement and its terms and conditions, as determined by the Releasees, will void and terminate this Agreement and may result in loss of the ability to use facilities or properties of the PUSH Affiliates.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) _____

Signature _____ Date _____