

TOWN OF BERRYVILLE VISITOR WAIVER OF LIABILITY AND RELEASE

Visitor name: _____ Facility to visit: Water Treatment Plant
Full mailing address: _____ 2970 Springsbury Road

Berryville, VA 22611
Email: _____
Telephone: _____
Emergency contact person: _____
Relationship to visitor: _____
Emergency contact phone: _____

The Undersigned has requested to be permitted access to certain facilities where utility operations occur. The Undersigned agrees and represents that he/she is aware that there are ongoing utility operations at the facility. The Undersigned further agrees and represents that utility plants, including the above-referenced facility, are inherently dangerous environments despite precautions for safety taken by the Town, its subcontractors, or others performing work at the facility. In consideration of being granted the right to access to the facility, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for him/herself and for his/her personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he//she fully understands that activities at the facility 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, the Town of Berryville and contractor or subcontractor or any person engaged by any of them, to perform work or services at the facility, and their officers, directors, employees, representatives, sureties, insurance companies, affiliates, partners, and assigns (collectively the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorneys' fees and expenses of any nature, and any demands, claims, suits, and causes of action therefore, arising out of or resulting from the Undersigned's presence at the facility.
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON AND HIS/HER DEATH or damage to his/her property, whether caused by the negligence of the Releasees or other, occurring during or as a result of the Undersigned's presence at the facility.
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save harmless the Town of Berryville, and contractor or subcontractor, or any person engaged by any of them to perform any work or services at the facility, and their officers, stockholders, members, employees, representatives, agents, employees, subsidiaries, sureties, insurance

companies, affiliates, joint ventures, attorneys, predecessors, successors, and assigns (collectively the "Indemnitees") from any and all allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, expenses (including, without limitation, attorneys' fees and 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 of 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 facility and that he/she has fully considered those risks, including, 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 facility.
7. The Undersigned agrees to be governed by and follow all health, safety, or otherwise applicable rules and regulations of the Town of Berryville, including but not limited to:
 - a. To follow the Town of Berryville's safety rules and to immediately leave the facility if requested to do so by Town personnel.
 - b. To wear at all times, while at the facility, OSHA-approved personal protective equipment, included but not limited to the following items (to be checked as applicable):
 - i. head protection
 - ii. eye protection
 - iii. work boots
 - iv. hearing protection
8. The Undersigned acknowledges that no person shall be allowed at the facility unless accompanied by a duly authorized agent of the Town of Berryville.
9. 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 under undue influence.

- c. He/she recognizes the facility as potentially dangerous, and the undersigned must be alert and cautious and keep a proper lookout at all times.

- d. He/she will take no photographs of the facility or any personnel on the site.

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.

Signed visitor name: _____ Date: _____

Company/group affiliation: _____