

## Construction Site Access Release of Liability and Indemnification

Construction Site: ("Site"): VELO CONDOS, BOULDER, CO

### **ALL VISITORS TO BE ESCORTED BY AUTHORIZED PERSONNEL ONLY.**

The undersigned Visitor has requested permission to visit the Site, on which DIRC Homes ("DIRC") is the general contractor, and agrees access to the site is being granted in exchange for and subject to this Release of Liability and Indemnification. Specifically, the Visitor is aware the nature of activities conducted on, and conditions present at, the Site (which is currently under construction and closed to the public) pose dangers and risks of injury and/or property damage regardless of precautions taken by DIRC. In view thereof, the undersigned acknowledges his/her visit to and presence on the Site is being conducted solely at his/her risk and with full awareness of the potential for personal injury and/or damage to his/her personal property.

As a condition of visiting the Site, the Visitor agrees as follows:

(1) The Visitor agrees to abide by instructions or warnings relating to safety and areas of access, and agrees to strictly adhere to DIRC's Site safety program while on Site.

(2) The Visitor, on behalf of himself/herself, his/her heirs, successors, assigns and agents, hereby waives, releases and forever discharges DIRC and its officers, shareholders, employees, agents, successors, assigns and subcontractors (of every tier), as well as the owner of the Site, from and against all liability, claims, actions, or causes of action for any personal injury and/or property damage resulting from or arising during his/her visit to the Site or from activities being conducted on or about the Site during such visit, however caused.

(3) To the fullest extent permitted by law, the Visitor shall defend, indemnify and hold harmless DIRC, and its officers, shareholders, employees, agents, successors, assigns and subcontractors (of every tier), as well as the owner of the Site (collectively, "Indemnified Parties"), from and against any and all claims, demands, damages, losses, costs and expenses, however caused, including but not limited to attorney's fees, arising out of or resulting from the undersigned's visit to the Site or from activities being conducted on or about the Site during such visit, regardless of whether or not such claim, demand, damage, loss, cost or expense is caused in whole or in part by the Indemnified Parties.

(4) By signing below, the Visitor acknowledges and agrees:

1. Visitor has read and understands this document and understands it is legally binding and applies to any visit to the Site no matter what day;
2. Visitor has the sole responsibility to evaluate the risks inherent in accessing the Site and Visitor has fully considered those risks, including without limitation dangers posed by willful or negligent conduct on the part of the Visitor or others on the Site;
3. Visitor is assuming full responsibility for and risk of injury to his/her person or death, or property damage;
4. Visitor gives up any right to sue or collect money damages for any injuries, death or property damage sustained while visiting the Site;

(5) If any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect. Any portion of this documents held to be invalid shall be construed to apply the intent of the invalid portion to the greatest extent permitted by law.

### **Accepted by Visitors:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

Individually, and on behalf of all Visitor's heirs, beneficiaries & assigns

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

Individually, and on behalf of all Visitor's heirs, beneficiaries & assigns

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

Individually, and on behalf of all Visitor's heirs, beneficiaries & assigns

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

Individually, and on behalf of all Visitor's heirs, beneficiaries & assigns