



INFORMATION ONLY

California High-Speed Rail Authority

Construction Tour

INDIVIDUAL GENERAL WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK
 DO NOT USE THIS FORM. This form is for review only. This form must be filled out in person and submitted on April 29th at the Policy Conference Opening Day Event at McDermott X.

Student / Participant Name: _____ Date: _____

Agency/Organization: _____

Emergency Contact & Number: _____

For and in consideration of permitting the undersigned individual to enter California High-Speed Rail Authority (Authority) property and construction sites (Subject Property) for the limited purpose of participating in a construction tour, the undersigned for himself or herself agrees on behalf of his or her heirs, personal representatives, spouse, next of kin, successors and assigns, all of whom shall be legally bound by this Individual General Waiver, Release of Liability and Assumption of Risk (this Agreement), as follows:

I am fully aware and acknowledge that I am entering onto real property with hazardous and ultra-hazardous conditions, including but not limited to active utilities, hazardous materials, active construction, security risks, and safety hazards. Accordingly, entry onto the Subject Property and travel to and from the Subject Property involves inherent risks of accident, loss, serious bodily injury or death due to numerous causes, including but not limited to, the negligent actions, inactions or misconduct of other persons, parties or entities. I understand that no amount of care, caution, instruction or expertise can eliminate these risks. I wish to enter the Subject Property and travel to and from the Subject Property knowing it is dangerous to do so, and I agree to accept and assume all risks of personal injury, illness, death and property damage that may occur.

I understand and agree that I am fully responsible for my own safety and for all of my personal property while I am on the Subject Property, and I will be fully responsible and liable for any property damage or personal injury to myself. Furthermore, I acknowledge the consent given by the Authority herein to enter the Subject Property may be revoked at any time.

I understand and acknowledge that I have been advised by the Authority that I should wear protective clothing and appropriate footwear while on the subject Property appropriate to the activities in which I am engaged. I am the person most qualified to judge what constitutes appropriate protective clothing for my activities and take full responsibility for doing so. At a minimum, protective clothing shall include long pants, sturdy shoes that offer protection, and a face mask. I acknowledge and understand that the Authority has no responsibility to conduct an inspection of the Subject Property or to





attempt to make the Subject Property safe for my entry.

I understand that the Authority's decision to grant me permission to use any structures, materials, or equipment on the Subject Property is conditioned upon my accepting all risks arising out of their use.

Additionally, I acknowledge and understand that there is currently a global pandemic (COVID-19 virus) and extra safety precautions are necessary to protect myself and others from this virus. As such:

- I acknowledge and understand that symptoms of COVID-19 include, but are not limited to, fever, fatigue, dry cough, difficulty breathing, loss of taste, and headaches. I affirm that I do not currently have, nor have experienced in the last two weeks, the symptoms listed above.
- I affirm that I, and any members of my household, have not been diagnosed with COVID-19 in the past 30 days.
- I affirm that I have been adhering to applicable health orders related to physical distancing, including the Guidance for the Use of Face Coverings by the California Department of Public Health released on June 18, 2020.
- I acknowledge and understand that the Authority will be following enhanced safety procedures to prevent the spread of COVID-19 and that individuals should take any additional precautions they feel necessary.
- **I acknowledge, understand, and agree to follow the enhanced safety procedures required by the Authority that include, but are not limited to, the following:**
 - All individuals attending the tour and visiting the Subject Property must wear a face mask that covers, at a minimum, their nose and mouth. Any individual who does not follow this procedure will be asked to leave the tour and the Subject Property.
 - All individuals attending the tour and visiting the Subject Property must adhere to social distancing, meaning they must remain at least six feet from others at all times whenever possible. Any individual who does not adhere to social distancing requirements will be asked to leave the tour and the Subject Property.
 - The Authority reserves the right to take the temperature of attendees and to refuse to permit attendees on the tour and the subject property if they are experiencing COVID-19 symptoms.

To the fullest extent allowed by law, I voluntarily release, discharge, waive and relinquish the Authority, along with its affiliated companies, contractors, subcontractors, engineers and consultants performing any work on or with respect to the Property, and all of their respective partners, members, directors, officers, shareholders, employees,





agents, successors, personal representatives and assigns (collectively, Releasees) from any and all rights, claims, demands, causes of action, damages, liability, losses, investigations, proceedings (administrative or legal), lawsuits, orders, obligations, or expenses of any kind whatsoever whether now existent or which become existent in the future, whether the same be now known or unknown, and whether the same be now anticipated or unanticipated, resulting from personal injuries, illness, death or property damage arising from or in any way related to my entry onto the Subject Property or travel to or from the Subject Property and/or the use of any structures, materials or equipment thereon.

I expressly waive all rights conferred by Section 1542 of the California Civil Code which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known to him or her, would have materially affected his or her settlement with the debtor or released party."

It is my intention by this agreement to expressly assume the risk of and to exempt and relieve the releasees from any and all liability for my personal injury, property damage or death from whatever cause occurring while traveling to and from and entering the subject property.

I expressly agree that this Agreement, to the full extent permitted by California law, is intended to be broad and inclusive, and that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall remain in full legal force and effect.

I have carefully read this Agreement and understand the contents. No oral representations, statements or inducements have been made to me, other than those contained in this Agreement. I understand that this is a waiver and release of liability and a legally binding contract between myself and the Authority and supersedes any other agreement or representation by or between the parties related to the subject matter herein and is intended to provide my comprehensive release of liability.

Printed Name of Parent or Legal Guardian or Participant

Date

Signature

