**PROPERTY ACCESS, RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT**

**PARTICIPANT INFORMATION**

Last Name of Participant First Middle Initial Date of Birth M/F

Home Address City/State Phone #

**PARENT/GUARDIAN INFORMATION (if Participant is a Minor)**

Name(s) of Undersigned Parent(s)/Guardian(s) Relationship to Participant

Home Address City/State Phone #

In consideration of Participant being permitted to enter the premises of [INSERT NAME OF REPUBLIC PROPERTY] located at [INSERT PHYSICAL ADDRESS] (the “Property”) solely for the purposes [INSERT PURPOSE OF THE SITE VISIT] subject to the parameters imposed by site personnel and the safety measures mandated by [INSERT NAME OF REPUBLIC ENTITY THAT OWNS OR CONTROLS THE PROPERTY], and its affiliates or assigns, (“Republic”), Participant (and, if the Participant is a minor, the Parent(s)/Guardian(s) on behalf of Participant) executes this PROPERTY ACCESS, RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT (the “Agreement”) as follows:

1) **Release and Waiver of Liability.** Participant and the Parent(s)/Guardian(s) (on behalf of Participant), for themselves and for their respective spouses, heirs, successors, assigns, executors or administrators or anyone who might claim on their behalf (the “Releasing Parties”), hereby WAIVE, RELEASE, AND FOREVER DISCHARGE (a) Republic; (b) its parents; (c) all of their subsidiary and affiliate companies or organizations; and (d) all of the above-listed companies’ or organizations’ agents, employees, officers, directors, attorneys, shareholders, legal representatives, successors and assigns (the “Released Parties”) from, and agree and covenant not to sue any Released Party for, any claim, liability, or demand of any kind resulting from or in any way associated with Participant’s entry on or access to the Property or Republic’s facilities, vehicles and other equipment, whether or not predicated in whole or in part on the actual or alleged fault of any Released Party. This Release and Waiver of Liability extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

2) **Assumption of Risk.** The Releasing Parties further hereby VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS of personal injury of any kind, including temporary or permanent disability or death, property damage, economic losses, and/or other damages to Participant of any kind resulting from or in any way associated with Participant’s entry onto the Property or access to Republic’s facilities. The undersigned parties understand that the risks include, but are not limited to, all risks of being in proximity to heavy equipment operated by Republic employees, affiliates or third parties. The undersigned parties further understand that Republic does not regularly grant access to visitors to the Property in the ordinary course of its business and operations, and that Republic has not made, and will not make, any alterations to the Property or its normal safety procedures and facility-operation practices for purposes of Participant’s entry onto the Property or access to Republic’s facilities, vehicles and other equipment.

3) **Non-assignment.** The Releasing Parties acknowledge and agree that Participant’s license to enter the Property is personal to the Participant, is non-assignable, and may be revoked or suspended by Republic at any time without prior notice. The undersigned parties agree that Participant will comply with all rules and regulations of Republic or its affiliates applicable to Participant’s entry onto the Property or access to Republic’s facilities, vehicles and other equipment.

4) [DELETE IF INAPPROPRIATE] **Electronic Recording or Photography.** Participant acknowledges and agrees that visitors such as Participant may not conduct video, audio, or still-photography recording upon Republic’s premises or the Property, and therefore agrees that Participant will not perform or cause to be performed any such unauthorized recording during the period of access.

5) **Entire Agreement**. This Agreement is the final, complete and exclusive statement of the agreement between the parties with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes oral or written agreements of any kind, and cannot be amended or modified except in writing and signed by both parties.

6) **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to any choice or conflict of law provision or rule that would require the application of the laws of any other jurisdiction. Participant (and, if the Participant is a minor, the Parent(s)/Guardian(s) on behalf of Participant) agrees to waive the right to trial by jury in any dispute pertaining to this Agreement.

7) Participant (and, if the Participant is a minor, the Parent(s)/Guardian(s) on behalf of Participant) represents that they are of lawful age and are legally competent to sign this Agreement. The Parent(s)/Guardian(s) represent that they are the biological or adoptive Parent(s) or legal Guardian(s) of the Participant and have full power and authority to execute this Agreement for and on behalf of Participant.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND SIGN IT VOLUNTARILY. NO PROMISE OR INDUCEMENT HAS BEEN MADE OR OFFERED TO ME EXCEPT AS SET FORTH IN THIS AGREEMENT; AND I AM EXECUTING THIS AGREEMENT WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION BY ANY RELEASED PARTY EXCEPT AS SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Property Access, Release, Waiver of Liability, and Assumption of Risk Agreement on the day of , 201\_\_.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Participant

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Guardian Parent/Guardian