

GENERAL RELEASE - VISITOR

Visitor Name: _____	C.D. Smith Construction, Inc.
Child Name (If applicable – under 18): _____	125 Camelot Drive
Full Mailing Address: _____	Fond du Lac, WI 54935
City/State/ZIP: _____	Job Number: NFDL2024
	Job Name: NFDL Schools

**** MINORS ARE PROHIBITED FROM ENTRY WITHOUT PRIOR C.D. SMITH APPROVAL ****

This Waiver of Liability, Release, and Indemnity Agreement is made between C.D. Smith Construction, Inc. ("Contractor") and the visitor named below ("Visitor") for the valuable consideration of entering upon Contractor's Job Number and Job Name shown above ("Project"). Entrance to the Project is provided as a courtesy to Visitor for Visitor's benefit.

The parties therefore agree as follows:

1. Visitor states that he or she is aware that there are ongoing construction activities at the Project and that such activities are a dangerous environment, despite the safety precautions taken by Contractor, its subcontractors, or others performing work at the Project.
2. To the fullest extent permitted by law, Visitor (on behalf of himself or herself, Visitor's personal representatives, Visitor's heirs, Visitor's next of kind, and Visitor's assigns), **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** Contractor, the Project Owner, their officers, members, affiliates, parents, subsidiaries, sureties, insurance companies, affiliates, directors, stockholders, employees, representatives, agents, its Subcontractors, or any other entity or person engaged by any of them to perform any work or services at the Project ("Releasees") from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action arising out of or resulting from Visitor's presence at the Project.
3. Visitor assumes **FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS OR HER PERSON OR HIS OR HER DEATH** or damage to his or her property, whether caused by the negligence of the Releasees or otherwise, occurring during or as a result of the Visitor's presence at the Project.
4. To the fullest extent permitted by law, Visitor shall indemnify, defend, and hold harmless the Releasees from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, arising out of or resulting from Visitor's presence at the Project. This indemnity obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist under law except to the extent that it is caused by the sole negligence of any party indemnified hereunder in which case this obligation shall not apply relative to such indemnified party.
5. Visitor has the sole responsibility to evaluate carefully the risks inherent in accessing the Project and Visitor has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself or herself or by others.
6. Visitor 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 or her presence at the Project.
7. Visitor understands and agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect. The laws of the State of Wisconsin shall govern this Agreement.

I have read this Waiver of Liability, Release, and Indemnification Agreement carefully, understand its significance, and voluntarily agree to all of its terms.

Signed Visitor Name: _____

Date: _____

**** I am the parent/legal guardian of the child named on this Agreement. I have carefully read and understand this Waiver of Liability, Release, and Indemnification Agreement's significance, and voluntarily agree to all its terms as the parent/legal guardian of this child.**



GENERAL RELEASE - VISITOR

Signed Parent/Legal Guardian Name: _____

Date: _____

VISITOR GUIDELINES

ALL VISITORS TAKE NOTICE

1. All visitors to the must report to the reception area before entering the site and be escorted by C.D. Smith personnel.
2. All visitors must agree to a Waiver of Liability, Release, and Indemnification Agreement before entering the site.
3. The following items must be observed during a visit:
 - a. Full length pants, hard hats, Hi-Vis vests, safety glasses, and appropriate flat soled footwear is required (see graphic below);
 - b. Company personnel will advise visitors when hearing protection is required;
 - c. All warning signs and barricades must be obeyed;
 - d. Do not lean on or reach beyond any handrails or barricades;
 - e. Do not stray from the approved path when walking through the site;
 - f. Do not enter any areas with inadequate lighting;
 - g. Be aware of and stay clear of any overhead hazards;
 - h. Tobacco use of any kind is prohibited;
 - i. Do not touch or walk on welding leads, wires, piping ductwork, conduit, or other construction materials of any kind;
 - j. Climbing on ladders or scaffolds is prohibited;
 - k. 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;
 - l. Be aware that construction machinery will be operating on the site and stay clear of any moving machinery.



NO TOUR WILL BE CONDUCTED WITH ANYONE WEARING:

- Sleeveless shirts or tank tops
- Non-safety prescription glasses
- Shorts, capris, or cropped style pants
- Tennis shoes or open-toed shoes of any kind

ADDITIONAL REQUIREMENTS:

- No pictures may be taken, published, or posted on social media without the approval of the Project Owner and C.D. Smith Construction, Inc.
- All visitors must agree to a Waiver of Liability, Release, and Indemnification Agreement before entering the site.
- Minors are PROHIBITED without prior C.D. Smith approval.