



**VISITOR USE AGREEMENT AND RELEASE
COMPLETE WAIVER AND RELEASE OF LIABILITY FOR ANY INJURY OR PROPERTY DAMAGE**

I, _____, hereby acknowledge that I have been advised and am fully aware that construction sites contain many dangerous conditions, including, but not limited to, trip hazards, holes, open electrical wiring, nails, partially completed framing, incomplete construction, hazards from falling objects, and hazardous construction equipment. These conditions pose dangers and risks of injury and/or property damage.

As lawful consideration for being permitted to enter the construction site commonly referred to as the *Heartwood Mass Timber Apartments*, located at *1323 E. Union St. Seattle, Washington*, ("Project"), I hereby:

- Acknowledge and understand that I will be entering a construction site that is closed to the public;
- Agree to abide by Swinerton's instructions relating to safety and areas of access or access shall be refused to me;
- Freely and voluntarily assume the risk of any and all injuries or property damage that occur within or on any portion of these construction premises;
- Release and forever discharge Swinerton Builders, the Project Owner, all Subcontractors, Material Suppliers, Tradesmen, and all others, for any and all claims, causes of action, demands, damages, or costs I now have, or in the future may have, for personal injuries or property damage resulting from my visits to this Project;
- Agree to fully and completely indemnify, defend, and hold harmless Swinerton Builders from and against any and all damages, injuries, claims, losses, liabilities, costs, and expenses (including attorneys' fees) arising from or in any way related to my entry on these construction premises; and

I have read and understand this Waiver and Release of Liability. I further understand that this contract is legally binding, applies to all visits to the project, and that by signing below, I am giving up any right to sue or collect money damages for any injuries or property damage I may sustain in visiting this construction site.

This Release shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of law provisions. Visitor agrees to submit and be bound to the jurisdiction of the federal and state courts of Washington. Visitor warrants that the selection of State of Washington law to govern this Guaranty is valid and binding choice of law, and that venue shall only be in a court located in Seattle, Washington.

Dated: _____ Sign Name: _____

Print Name: _____

Company/Organization: _____

Print and turn in completed form at the Timber Talks tour
OR
Email completed form to: HeartwoodApts@swinerton.com