



The American Institute of Architects, Richmond Chapter

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

PLEASE READ THIS DOCUMENT CAREFULLY-IT AFFECTS YOUR RIGHTS

The undersigned desires to participate in certain construction site visit and construction administration activities. The undersigned has been advised and understands that a construction site can be dangerous and involve numerous risks, including death or serious bodily injury. As an inducement to the The American Institute of Architects, Richmond Chapter (“AIA-RIC”) to allow the undersigned to visit certain construction sites and participate in and observe construction administration activities, the undersigned, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge the following:

1. The undersigned hereby voluntarily assumes any and all risks involved or in any related to the undersigned’s visit to construction sites and participation in construction administration activities, including, but without limitation to, the risk of death, bodily injury or property damage resulting from such visit or participation, including the unavailability of emergency medical care or the negligent or deliberate acts of other persons.
2. The undersigned releases and forever discharges AIA-RIC, the Virginia Society of the American Institute of Architects, and the American Institute of Architects, together with their members, managers, officers, employees, agent, affiliates, successors, heirs and assigns, from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of the undersigned’s visit to construction sites or participation in construction administration activities, including, without limitation, those based on death, bodily injury, or property damage, except when caused solely by the gross negligence of AIA-RIC. THE FORGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.

3. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.
4. The undersigned agrees to indemnify and hold AIA-RIC harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including reasonable attorney's fees, which arise in any way from the undersigned's conduct at a construction site and any and all damages to property on such construction site, injury to any other person on such construction site, caused, directly or indirectly, by the undersigned, whether by inadvertence, negligence, willful misconduct or otherwise.
5. The undersigned acknowledges and agrees that he or she has been advised of and understands the safety procedures and rules for visiting a construction site and for participating in construction administration activities at such site. The undersigned agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events at any such construction site under the influence of alcohol and/or any drugs.
6. The undersigned agrees that in the event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, AIA-RIC is hereby authorized, but not required, to take all necessary actions as it relates to immediate medical or dental or other care, transportation and emergency medical services as warranted in the course of care of the undersigned. The undersigned agrees that he or she shall be responsible for all fees and expenses as they relate to this paragraph.

The undersigned has read this waiver and release, understands that by making this waiver and release, surrenders valuable rights and does do so freely and voluntarily. The undersigned understands that the terms herein are contractual and not a mere recital; has signed this waiver and release agreement as his or her own free act and

