

**VISITOR'S RELEASE AND INDEMNIFICATION AGREEMENT**

This Visitor's Release and Indemnification Agreement is made and entered into this 31 day of March, 2022 by and between **BDI Construction, Inc.** ("Contractor"), and \_\_\_\_\_ ("Visitor").

WHEREAS, Visitor desires to visit the Block F East site located at 150 NE 8 St, Miami, Florida ("Job Site") being constructed for MWC Retain F East LLC ("Owner") and

WHEREAS, Contractor and Owner desire that they be fully protected from any liability or damages that may arise in connection with any visit by Visitor to the Job Site, and

WHEREAS, Visitor has been advised that entering the Job Site involves potential serious hazards, including risk of personal injury due to the existence of construction activities, and

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties mutually covenant and agree as follows:

1. Visitor, for themselves, their heirs, successors, or assigns, hereby releases and forever discharges the Contractor, Contractor's Subcontractors, the Owner, and all officers, employees, agents, personal representatives, successors, and assigns of each from any and all claims, demands, damages, actions, causes of action, or suits of any kind of nature whatsoever, by any present or future law, state or federal or any other country, which Visitor may now have or hereafter have against any of the persons or entities herein released and discharged, arising from, or in connection with, any visit to the Job Site.
2. Visitor, for themselves, their heirs, successors, and assigns, agree to indemnify and hold harmless Contractor, Contractor's Subcontractors, the Owner and all officers, employees, agents, personal representatives, successors, and assigns of each of them, from and for any damage, loss, or expense, including attorney's fees, incurred or sustained by any of the persons or entities indemnified and held harmless herein, as a result of any claim, action, or right of action by any third party or by Visitor arising out of, or in connection with, any visit or visits by Visitor to the Job Site.
3. Visitor has read and agrees to strictly comply with Contractor's Visitor's Safety Rules on the reverse of this document and any other directions to Visitor by Contractor or its agents during any visits by Visitor to the Job Site.

Contractor and Visitor declare that the terms of this Release and Indemnification Agreement have been completely read and are fully understood and voluntarily agreed upon.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Release and Indemnification Agreement as of the date first set forth above.

**BDI Construction, Inc.:**

  
\_\_\_\_\_  
Signature

ERIKA CRUZ  
\_\_\_\_\_  
Name

**Visitor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Company Name \_\_\_\_\_