## IU HEALTH GENERAL RELEASE FORM REQUIRED FOR ACCESS TO IU HEALTH BUILDINGS

## **WAIVER**

In exchange for my being allowed to enter into the premises located at 321 West 2<sup>nd</sup> Street, 410 West 1<sup>st</sup> Street, 635 South Rogers Street, and 640 South Morton Street, Bloomington, Indiana, owned by Indiana University Health Bloomington, Inc. ("Owner") to view buildings for demolition bidding purposes ("Activity"):

- 1. **Risks**. I understand that the Activity involves risk of injury and loss, both to person and to property. I understand that this Waiver is intended to address **all** of the risks of any kind associated with **any aspect** of the Activity, including, particularly, such risks created by actions, inactions, or **negligence** on the part of any party including Owner, any entity related or connected with Owner in any way or their members, officers, employees, agents, successors, or assigns (the "Released Parties"), including **but not limited to**, risks created by the failure of Owner to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than employees of Owner.
- 2. **Assumption of Risk**. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with the Activity. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with the Activity.
- 3. **Release and Waiver**. I release the Released Parties from any and all liability for and waive any and all claims for injury, loss, expense, or damage, including attorneys' fees, in any way connected with the Activity, whether or not caused in whole or part by the negligence or other misconduct of any of the Released Parties.
- 4. **Binding Effect**. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Released Parties.

I HAVE READ THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM VOLUNTARILY SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION.

I further represent that I am at least 18 years old and that Owner are relying upon my representations, releases and waives in allowing me to participate in the Activity.

| Printed Name | <br>Signature | Date |
|--------------|---------------|------|
|              | C             |      |
| Title        |               |      |
| Company Name |               |      |