## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I understand and acknowledge that my participation in this activity is purely voluntary. I have not received, nor will I ever receive, any compensation of any nature whatsoever for my participation in this activity.

- 1. In consideration for participating in <u>a tour of the Automated Transportation System Center facilities</u> and other valuable consideration, I hereby RELEASE, WAIVE, AND DISCHARGE the State of Alabama (STATE), the Alabama Department of Transportation (ALDOT), the Alabama Finance Department Division of Risk Management (RISK MANAGEMENT) and their officials, agents, servants, employees or contractors, in both their official and individual capacities, from and against any and all claims, damages, losses, actions, causes of actions, or expenses of any nature whatsoever, including but not limited to compensatory damages, punitive damages, damages for any injury to my person or property (tangible or intangible), monetary relief, compensatory relief, declaratory relief, injunctive relief or any other form or relief or attorney fees, costs or expenses, caused by or arising out of, resulting from, or in any way related to the heretofore mentioned tour, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
- 2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
- 4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Alabama.
- 5. I UNDERSTAND THAT the State of Alabama (STATE), the Alabama Department of Transportation (ALDOT), the Alabama Finance Department Division of Risk Management (RISK MANAGEMENT) and their officials, agents, servants, employees or contractors, OR ANY RELEASEE, WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
- 6. I further agree not to violate any rule, directive, or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Name, Typed or Printed: