**Waiver of Liability and Hold Harmless Agreement**

LOCATION: New Stapleton Waterfront REsidential Development

staten island, NY

DATE: april 9, 2024 TIME: From 10 am to 12 pm

1. **In consideration of being granted revocable permission** **for non-exclusive access to temporarily be present at the above referenced Location or portions thereof**,I hereby release, waive, discharge and covenant not to sue the New York City Economic Development Corporation, the City of New York, and their affiliates, their officers, agents, servants, or employees (hereinafter referred to as “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including without limitation death, that may be sustained by me, or any of the property belonging to me, 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.

2. I am fully aware of the risks involved and hazards connected with the access*,* including but not limited to uneven surfaces, dilapidated and long-vacated buildings and remnants thereof, construction sites, vehicular traffic, including large commercial trucks, the Upper New York Bay, and other potential existing hazardous conditions*,* and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or bodily injury, including without limitation 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 or not 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 without limitation court costs and attorney fees, that the Releasees incur due to my participation in said activity, whether or not caused by negligence of Releasees or otherwise caused.

4. I understand that the Releasees do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and 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 New York.

6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

**PRINT NAME DATE SIGNATURE**

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