

ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY

In consideration of being permitted to enter property owned or leased by **Strategic Commercial Realty, Inc. d/b/a Rawson Materials** (hereinafter "Rawson Property") for the express purpose of picking up aggregate materials, I, _____,

(Print Customer Name)

agree to the following Waiver and Release and make the following representations:

_____ *Initial* I agree to abide by the following rules as well as any posted instructions and precautions as stated on informational signs located on the Rawson Property:

- I agree and understand that while I am on Rawson Property all persons and animals shall remain in my vehicle at all times;
- I agree to immediately notify a Rawson Materials Employee or Agent if I notice any potential dangers or problems while on Rawson Property; and
- I agree to remain at least 50' away from all stationary quarry equipment unless otherwise directed by a Rawson Materials Employee or Agent.

_____ *Initial* **Acknowledgment and Assumption of Risk.** I understand the risks associated with entering the gravel pits and/or plants, inherent and otherwise, which include, but are in no way limited to, risks associated with falling off ledges and/or piles, the collapse of quarry/pit walls/faces, falling or flying rocks from breaking of rock, and negligent use of equipment. I understand the risk of injury by entering Rawson Property is significant, including the potential for permanent paralysis or death.

_____ *Initial* I hereby acknowledge, confirm and agree that, at all times while on Rawson Property, I am there at my own risk and will exercise the highest degree of care and caution for my own personal safety and the safety of others.

_____ *Initial* I understand that Strategic Commercial Realty, Inc. d/b/a Rawson Materials, by allowing third parties on Rawson Property, do in no way guarantee, make any representation or assume responsibility for any third party's character or conduct while on Rawson Property.

_____ *Initial* **Release of Liability.** Strategic Commercial Realty, Inc. d/b/a Rawson Materials shall not be liable for any damages arising from personal injuries sustained by me while on Rawson Property. I agree to assume and bear all risks of injuries or damages to my person or personal property sustained while on Rawson Property caused by any source whatsoever, whether by natural occurrence, my own acts or the acts of others. I hereby fully and forever release Strategic Commercial Realty, Inc. d/b/a Rawson Materials, their officers, agents, members, other participants, successors and assigns as well as any other person or entity acting in any capacity on its behalf, from all claims, demands, damages, rights of action, or causes of action or liability for any such personal injury or property damage that I may incur.

_____ *Initial* **Indemnification.** I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify Strategic Commercial Realty, Inc. d/b/a Rawson Materials, their officers, agents, members, other participants, successors and assigns and all other persons or entities acting in any capacity on its behalf, from any and all liability, claims, demands, actions, or rights of action, whether known or unknown, foreseen or unforeseen, relating to or arising out of my presence or activities while on Rawson Property.

_____ *Initial* **Lawful Activity.** I agree to conduct myself in a lawful manner at all times while on Rawson Property, obeying all local, state and federal regulations and laws, expressly including those of the Mine Safety and Health Administration (MSHA).

_____ *Initial* **Successors Bound**. This Agreement and all representations made herein shall apply to and bind myself, my heirs, assigns and representatives.

_____ *Initial* **Severability**. It is my intention that this Agreement be as broad and inclusive as permitted by law. In the event that any portion of this Agreement is determined to be invalid, such invalid portion shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

_____ *Initial* **Governing Law/Jurisdiction**. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and I agree to submit to the jurisdiction of the courts of the State of Connecticut.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

This Waiver shall be valid from the last date set forth on the bottom of this Waiver.

Customer Signature

Date