

GENERAL DYNAMICS BATH IRON WORKS
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND DEFENSE AND INDEMNITY AGREEMENT

In consideration of being permitted entry onto any premises owned, leased, or controlled by Bath Iron Works (hereinafter "BIW premises"), I (print name) _____
(hereinafter "Visitor") by signing this Waiver and Release of Liability, Assumption of Risk, and Defense and Indemnity Agreement (hereinafter "Waiver"), voluntarily agree to the following:

1. ***I agree to forever and fully release, waive, and discharge Bath Iron Works*** (hereinafter "BIW"), its agents, affiliates, owners, directors, officers, employees, attorneys and parent companies (hereinafter "BIW agents") from any and all claims I may have (or may later discover) against BIW arising out of my entry onto BIW premises. By signing, I acknowledge and understand that this waiver extends to any claims or causes of action, including without limitation, personal injury, property damage, emotional distress, wrongful death and any claims arising out of my own negligence or the negligence of any third party.
2. ***I am aware of the inherent dangers associated with shipbuilding and manufacturing.*** More specifically, I understand that BIW's work involves the use of heavy equipment, moving objects, power tools, chemicals and related materials. By signing, I acknowledge that entry onto any BIW premises involves risk to me, including without limitation, bodily injury, mental or emotional injury, partial or total disability, paralysis, and death. By signing, I assume and accept all risks related to my entry onto any BIW premises and my activities thereafter on any BIW premises.
3. ***I agree that this written agreement complies with the requirements of a complete release of all causes of action under Maine law, including any claims and causes of action for Visitor's own negligence,*** recognized in *Lloyd v. Sugarloaf Mountain Corp.*, 2003 ME 117, 833 A.2d 1 and related cases. I further agree that this Waiver shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Maine and I submit to the personal and subject matter jurisdiction of the Federal and State courts within the State of Maine for any and all matters involving the interpretation and enforcement of this agreement. Furthermore, I agree that each provision of this agreement is severable from and valid and is binding regardless of the validity or invalidity of any other clause(s) within this Waiver.
4. ***I agree that the purpose of this Waiver is to clearly identify the parties' intention to extinguish any and all claims for damages against BIW, including any claims that may arise in the future.*** By signing, I agree that it is the parties' intention for this Waiver to contain the entire agreement between BIW and Visitor.
5. ***Should I file or assert any claim or cause of action against BIW, I agree to defend, indemnify and save harmless BIW agents from any and all claims or causes of action by whomever made or wherever made.***
6. ***I agree that I have been provided and have read the above paragraphs and have not relied upon any representations of BIW.*** I further acknowledge that I have a right to consult an attorney and, in the event I do not consult an attorney, I assume the risk of not consulting one.
7. ***I agree that this Waiver is valid for one year from the date signed.*** I agree not to enter any BIW premises after the expiration of this release and to only enter a BIW premises after completing a new Waiver. Furthermore, I agree to comply with all applicable rules and regulations of BIW, including without limitation, all rules related to safety, environmental, and security operations.

BY SIGNING BELOW, I AGREE THAT I HAVE READ THIS WAIVER, UNDERSTAND IT, AND SIGN IT FREELY.

Visitor's Printed Name

Visitor's Signature

Date: _____

Parent/Guardian Printed Name (if Visitor is > 18 years old)

Parent / Guardian Signature

Date: _____

Waiver Expiration Date: _____