



ACCESS TO ITR CONCESSION COMPANY LLC PROPERTY

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

1. Purpose

The purpose of this Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”) is to define the conditions under which access to ITR Concession Company LLC (“ITRCC”) property, under a lease agreement with the Indiana Finance Authority, will be allowed for:

_____ (“Requesting Party”) to gain access to the property of ITRCC for the Activity as set forth in the following Purpose of Visit and the procedures that must be followed.

Purpose of Visit (defined as the “Activity”):*

**(Describe type of visit and how work will be accomplished)*

Access to the property for any other purpose is prohibited unless approved by ITRCC in writing. Requesting Party will obtain any other consents or permits that may be necessary to accomplish the Activity, including but not limited to any permits or approvals required by local, state or federal political bodies and/or regulatory agencies.

Any utility or other entity desiring to construct, maintain or operate any facility over, under, along or within the bounds of ITRCC property, or to do any work therein must first secure a separate Utility Permit from the ITRCC.

Location

Time Period

Starting Date: _____ Completion Date: _____

2. Intention

Access to the Indiana Toll Road is limited to vehicles using the Indiana Toll Road, authorized police and emergency personnel.



3. Waiver

In consideration of being permitted access to ITRCC property, Requesting Party for itself, its agents, heirs, personal representatives or assigns, does hereby release, waive, discharge, and covenant not to sue the Indiana Finance Authority, the State of Indiana, the ITRCC, its members, officers, directors, shareholders, employees, affiliates and agents from liability from any and all claims, including the negligence of ITRCC, its members, officers, directors, employees, affiliates and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, the Activity.

4. Indemnification

To the extent permitted by law, Requesting Party agrees to defend and indemnify the Indiana Finance Authority, the State of Indiana, the ITRCC, its members, officers, directors, shareholders, employees, affiliates and agents from and against any and all loss, claims, actions, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney's fees, based upon, arising out of, related to, occasioned by or attributable to the Activity.

5. Insurance

Any person or entity requesting permission to enter ITRCC property must satisfy insurance requirements for coverage and limits as specified by the ITRCC as follows: Worker's Compensation and Occupational Insurance for all employees as required by law; Employers' Liability Insurance for all employees - \$500,000; Comprehensive General Liability Insurance (bodily injury and property damage) - \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Comprehensive Automobile Liability - \$1,000,000 combined single limit. A certificate of insurance showing ITRCC, the Indiana Finance Authority, the State of Indiana and CITI as additionally insured is also required.

6. Severability

The undersigned further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Section Headings

Section headings have been included in this Agreement merely for convenience of reference. They are not to be considered part of this Agreement, or to be used in the interpretation hereof

8. Acknowledgment of Understanding

The undersigned expressly acknowledges that he or she has read this Agreement, fully understands its terms, and understand that he or she is giving up substantial rights, including the right to sue. The undersigned further acknowledges that he or she is signing the agreement freely and voluntarily, and intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.



9. Governing Law

This Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be construed in accordance with the laws of the State of Indiana.

10. Requirements for Access

- a. Requesting Party must notify ITRCC 48 hours prior to any planned entry onto ITRCC property.
- b. The designated contact for ITRCC is the Infrastructure Engineer, (574) 651-2464.
- c. All personnel must wear approved safety vests, hardhats and safety glasses.
- d. There shall be no disruption of traffic at anytime for any purpose.
- e. A copy of the signed Agreement must be in hand at all times while on ITRCC property.
- f. Access to ITRCC property is at the sole discretion of ITRCC and ITRCC retains the right to terminate any access authorization and require the party to immediately vacate the property.

In consideration of the granting of the requested access to ITRCC property, the undersigned hereby accepts and agrees to the terms and conditions of this Agreement.

The undersigned represents and warrants that he or she is authorized to sign this Agreement on behalf of the Requesting Party.

Dated this ___ day of _____, 201_

Requesting Party's Signature

Print Name

Title

Company: _____

Address: _____

Telephone: _____

E-mail: _____

ITRCC Director of Infrastructure _____
Signature and Date