

RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

Pre-Bid Conference and Site-Visit for RFP 2024-08 Doral Landscape and Athletic Fields Maintenance

Visitor Name (print): _____	Solicitation: RFP 2024-08 Landscape and Athletic Fields Maintenance
Company Name: _____	Site(s): Various, including Doral Central Park 3005 NW 92 Ave
Visitor Title: _____	Program Owner: City of Doral
Full Mailing Address: _____	Contractor: Kaufman Lynn Construction, Inc (for Doral Central Park)

The Undersigned wishes to participate in a pre-bid site visit related to the above-specified solicitation and in furtherance thereof, be permitted access to the various Sites. The Undersigned agrees and represents that he/she is aware that there are ongoing construction activities at the Doral Central Park Site. The Undersigned further agrees and represents that construction sites are a dangerous environment, including the above-referenced Construction Site, despite the precautions for safety taken by Kaufman Lynn Construction, Inc., its subcontractors, or others performing work at the Construction Site. In consideration of being granted the right to access the Construction Site, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for himself and for his personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he/she fully understands that construction and other activities at the Construction Sites are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE, the City of Doral, Kaufman Lynn Construction, Inc., any contractor or subcontractor or person engaged by any of them to perform any work or services at the Construction Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned's presence at the Construction Site or at any of the other sites included in the pre-bid conference.
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS DEATH or damage to his/her property occurring during or as a result of the Undersigned's presence at the various Sites.
4. To the fullest extent permitted by law, the Undersigned shall indemnify, defend and hold harmless the City of Doral, Kaufman Lynn Construction, Inc., and all of their officers, directors, stockholders, members, affiliates, parents, subsidiaries, employees, agents, sureties, insurance companies, predecessors, successors and assigns (collectively, the "Indemnitees"), from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, arising out of or resulting from the Undersigned's presence at the Sites. The Undersigned's duty to defend, indemnify and hold the City of Doral harmless from all liabilities specifically does not encompass indemnifying the City of Doral for its negligence, intentional or wrongful acts, omissions or breach of contract. Nothing contained herein shall be deemed or otherwise interpreted as waiving the City of Doral's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Sites and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.
6. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the Sites.
7. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

Signed Visitor Name: _____

Date: _____