

ACKNOWLEDGEMENT AND RELEASE

THIS ACKNOWLEDGEMENT AND RELEASE (this “**Agreement**”) is entered into as of _____ (“**Effective Date**”) by _____ (“**Visitor**”).

Recitals:

- A. FBLV District 2 LLC (“**Owner**”) is the owner of certain parcels of real property commonly known as District 2 located at 3051 Rancho Drive, 3010 Rigel Avenue, 3040 Rigel Avenue, 2072 Rigel Avenue, 3071 Rigel Avenue, and 3031 Rigel Avenue, Las Vegas, Nevada (collectively, the “**Property**”);
- B. Visitor has requested access to Property in connection with a potential contracting opportunity related to Owner and Owner has agreed to allow such access subject to the terms and conditions herein contained.

Agreement:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Owner hereby grants Visitor, its agent, architect, if applicable and any other invitees (collectively the “**Visiting Parties**”), access to the Property in accordance with the terms of this agreement in a date and time specified by Owner.
2. In connection with any entry by the Visitor and the Visiting Parties onto the Property, Visitor shall give Owner the identity of all parties who shall enter the Property. Such entry shall be on a date and time specified by Owner and the areas to be entered shall be subject to the prior approval of Owner. Owner shall have a representative accompany the Visiting Parties at the time of such access to the Property. Visitor and the Visiting Parties hereby acknowledges that Visitor and Visiting Parties are entering an active construction site and agree such entry onto the Property is fully and solely at Visitor and Visiting Parties’ own risk. In consideration for permission to enter the Property, Visitor and Visiting Parties voluntarily agree for themselves their my heirs, executors and assigns, that FBLV District 2 LLC, Tré Builders, LLC, Area 15 Admin Agent, LLC, Fisher Brothers Las Vegas LLC, New Vegas Holding Company LLC, New Vegas Commercial Acquisition LLC, Dotem Holdings LLC, Wyandotte Holdings, LLC Fisher Brothers Las Vegas LLC, Fisher Brothers Management Co. LLC, Fisher Brothers Strategic Partners LLC, Paradise Las Vegas LLC, Taos Land Company LLC, Eden Las Vegas LLC, and each of their owners, officers, agents, directors, employees, partners, members, shareholders, subsidiaries, parents, and any and all affiliated entities (“**Released Parties**”) now in existence or hereafter formed shall not be responsible for any personal injury, death or property damage to Visitor or Visiting Parties, however so caused.
3. Visitor acknowledges that the Released Parties are not liable for any damage, injury or illness to Visitor or Visiting Parties in or at the Property.
4. To the fullest extent permitted by law, Visitor shall, and shall cause its Visiting Parties to, indemnify, defend and hold Owner and the Released Parties harmless from and against any and all costs, damages, liabilities, losses, reasonable expenses, liens or claims (including attorney’s fees) arising out of or relating to any entry on the Property by the Visiting Parties, including any personal injury, bodily injury (including death) and property damage occurring in or about Property. The foregoing indemnity shall survive the termination or expiration of this Agreement.

5. By signing below Visitor acknowledges that Visitor has read, understands and agrees to the foregoing, and Visitor has read, understands and knowingly and voluntarily agrees to the rules and regulations for entry onto the Property.

VISITOR:

Print: _____

Sign: _____

Date: _____

Address: _____

Appendix J

VISITOR RELEASE AND WAIVER OF LIABILITY AGREEMENT

This Release and Waiver of Liability (this "Release") is executed by the undersigned ("I" or "me") in favor of Tre' Builders LLC (and its subsidiaries, partnerships, joint ventures, and other affiliates), the Prime General Contractor, Contractors, and all Subcontractors of every tier).

The visitor identified below (the "Visitor") desires to visit the Project Site, which consists of the premises, including operations necessary and incidental to the Project Site, which may be noncontiguous. In consideration for allowing the Visitor to enter the Project Site, I acknowledge and agree as follows:

1. I fully understand that there are inherent dangers and risks involved with visiting a construction site, and could result in various harms to the Visitor, including, without limitation, personal injury, illness or death, or damage to or destruction of property or possessions, whether as a result of my own actions or omissions, inherent dangers, or the actions or omissions of the Developer's contractors, consultants, or affiliates, or other parties involved with or present on the Project Site (collectively the "Risks"). I, on my own behalf, and on behalf of the Visitor (if the Visitor is under 18 years of age), hereby accept and assume all Risks of entering the Project Site.
Initial Here

2. I will not now and shall not, on my own behalf or (if the Visitor is under 18 years of age) on behalf of the Visitor, bring, and hereby release, waive, and discharge from, any claims, demands, causes of action, suits, or actions of any kind or nature, in law or at equity, in United States federal or state courts or in the courts of a foreign jurisdiction (collectively, "Claims") for any losses, damages, debts, expenses, costs, charges, fees (including attorney fees and costs), taxes, interest, penalties, or other obligations of any kind or nature ("Damages") against Tre' Builders LLC (and its subsidiaries, partnerships, joint ventures, and other affiliates), the Prime General Contractor, Contractors, and all Subcontractors of every tier).
Initial Here

3. I hereby further agree to defend, indemnify and hold harmless each Tre' Builders LLC from and against any and all Damages incurred by such as a result of or in any way or manner related to any of the Released Claims, except to the extent such Damages arise as a result of the gross negligence or intentional misconduct of such Release. The indemnification and release provided herein is given on my own behalf, on behalf of the Visitor (if Visitor is under 18 years of age), and on behalf of my and the Visitor's respective heirs, beneficiaries, devisees, executors, administrators, personal representatives, successors, and assigns, and shall be binding upon all of the foregoing individuals.
Initial Here

4. I agree that if any part of this Release is found to be unenforceable or invalid for any reason, the remaining provisions will remain in force and effect. Any dispute concerning this Release, or any aspect of the Visitor's entrance to the Project Site shall be governed by the laws of the State of Nevada and brought in the state or federal courts of Nevada in Clark County.
Initial Here

5. I have been briefed on specific hazards and hazardous substances on the Project Site, and the Project Site emergency action procedures.
Initial Here

6. The Visitor shall be escorted by Prime GC, Developer, or Developer's designee and I agree on my own behalf, or on behalf of the Visitor (if Visitor is under 18 years of age), to abide by the Site rules as set forth by the escort, and agree **not to engage** in the following activities: Unauthorized removal or theft of property; Possession of firearms or lethal weapons; Acts of Sabotage; Destruction or defacing property; Failure to immediately report accidents or injuries; Being under the influence of, or in possession of, drugs, alcohol or other intoxicants; Failure to wear appropriate attire (long pants and a shirt with a minimum four-inch sleeve length) and protective footwear (shoes with a leather upper and slip resistant soles. Open-toe shoes, sandals, tennis shoes, sneakers, and high heels are not permitted on Site.); Failure to wear Personal Protective Equipment; Fighting, threatening behavior, or engaging in horseplay on the Project Site; Smoking in an unauthorized area; Making an unauthorized fire on the Project Site; Selling items or raffles without authorization; Use of unauthorized cameras or video equipment on the Project Site; Use of radio, television, or headphones/earbuds, with the exception of occupational hearing protection devices as required and recommended by OSHA; Failure to wear designated identification; Failure to use the designated gates and entries; and Gambling on the Project Site.
Initial Here

I HAVE CAREFULLY READ THE TERMS OF THIS RELEASE. I UNDERSTAND THAT TO THE EXTENT I DO NOT UNDERSTAND THE MEANING, INTENT, OR RESULT OF ANY TERM OR PROVISION OF THIS RELEASE, I MAY CONSULT MY OWN ATTORNEY BEFORE SIGNING THIS RELEASE. I AM OF SOUND MIND AND AM SIGNING THIS RELEASE VOLUNTARILY, WITH FULL LEGAL CAPACITY TO DO SO. IF I AM SIGNING BELOW ON BEHALF OF A MINOR, I CERTIFY THAT I AM THE PARENT OR GUARDIAN OF THE VISITOR AND AM AUTHORIZED TO CONTRACT ON BEHALF OF THE VISITOR.

VISITOR NAME (PRINTED): _____ DATE: ____ / ____ / ____
SIGNATURE: _____

**AGREEMENT AND RELEASE - VISITOR TO
CONSTRUCTION SITE**

In consideration of being permitted to visit and be present at the construction site known as Area 15 District Parking Garage the undersigned hereby agrees as follows:

1. I hereby acknowledge that there are risks and dangers, both known and unknown, at the construction site, and I hereby assume any and all risk of personal injury (including death) and property damage which may occur during (and/or as a result of) my presence at the construction site.

2. I hereby exempt and release The Whiting-Turner Contracting Company (“Whiting-Turner”) and its directors, officers, agents, and employees as well as the Owner, any Subcontractors of Whiting-Turner and any other Contractors at the construction site (and the directors, officers, agents and employees of the Owner, any Subcontractors, and any other contractors) from any and all claims for personal injury (including death) and/or property damage which may occur during (and/or as a result of) my presence at the construction site, whether or not any such personal injury (including death) and/or property damage is caused in whole or in part by the negligence of any other party who is hereby released.

3. I hereby agree to obey all safety requirements and instructions and to honor all restrictions and limitations, during my visit to the construction site.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal.

Name (Printed): _____

Name (Signed): _____ (SEAL)

Date: _____