

WAIVER AND RELEASE NOTICE

In consideration of permitting me to enter the premises of Fincantieri Bay Shipbuilding, for any purposes, I, on behalf of myself, my personal representatives, assigns, estate, heirs and legatees:

- 1) Release discharge, and covenant not to sue Fincantieri Bay Shipbuilding, including its parent corporation subsidiaries, affiliated corporations, officers, directors, shareholders, employees and agents, (“Releases”), from any and all liability arising from loss or damage, and any clam or demands therefore, on account of any injury or disability to my person, including death or injury or damage to my property, whether caused by the negligence or other fault of the Releases while I am on the premises of Fincantieri Bay Shipbuilding or on board any vessels being constructed or repaired by Fincantieri Bay Shipbuilding.
- 2) Hereby assume the risk of injury, disability, death, loss or damage, and waive any claim or demand therefore on account of any injury or disability to my person, including death, or injury or damage that is caused or worsened, either in whole or in part, by exposure to asbestos, asbestos fibers or related dust, or injury or damage to my vehicle or property while located on Fincantieri Bay Shipbuilding premises on account of my presence on the premises of Fincantieri Bay Shipbuilding, or on any vessels being constructed or repaired by Fincantieri Bay Shipbuilding.
- 3) Agree and understand that shipboard insulating materials may contain asbestos fibers, and agree that I “will not disturb insulation or create insulation dust. I understand and agree that asbestos dust has been shown by medical research to be a potential cancer-causing agent, which may create or contribute to lung or other cancers.
- 4) Understand and agree to comply fully with all safety and security rules and regulations of Fincantieri Bay Shipbuilding.
- 5) Agree that I will indemnify and hold Fincantieri Bay Shipbuilding harmless against any and all losses, damages, costs, and expenses, including reasonable attorney’s fees and court costs incurred in enforcing the terms of this Waiver and Release Notice that my result from my failure to abide by the terms of this Waiver and Release Notice.

In signing this Waiver and Release Notice, and in assuming the risk of injury, death, or damage to my person or property, I understand that there are located on the premises of Fincantieri Bay Shipbuilding many potential dangerous conditions and sources of injury to my person or property owing to the nature of Fincantieri Bay Shipbuilding’s business, including but not limited to, heavy machinery operations, industrial processes, chemical products, some of which are considered to hazardous, and the general nature of the manufacturing and shipbuilding construction and repair operations conducted on the premises of Fincantieri Bay Shipbuilding. I also understand and agree that there are located potential sources of illness or injury to my person including death, or damage to my property while on any of the vessels under construction repair, or docked at Fincantieri Bay Shipbuilding, including, but not limited to, wet and slippery decks, heavy machinery operations, including crane operations, stairs, ladders, steps and gangways, and the general inherent dangerous nature of all vessels and their appurtenances.

This Waiver and Release shall be governed and construed in accordance with the laws of the State of Wisconsin, excluding its conflict of laws, provisions and the parties hereto shall be subject to the jurisdiction of the courts in the County of Door County, Wisconsin.

I HAVE READ, COMPLETELY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE NOTICE.

Vessel – Location Visiting

Signature (*if under Age 18, Parent/Guardian must Sign)

Person Contacted at Vessel/Location

Printed Name

Security Department Representative

Address

Vehicle Pass No. / Expiration Date

City, State, Zip Code

Vehicle Entry Authorized By:

Date

* Signature of Parent/Guardian & Phone