

WHEREAS, I, _____, am 18 years old or older, and have been permitted access to the premises located at The New Jersey Wind Port in Lower Alloways Creek Township (the "Premises") owned in parts by either PSEG Nuclear LLC, NDEV LLC, or the New Jersey Economic Development Authority (NJEDA) (each individually an "Owner" or collectively "Owners"), and Tishman Construction Corporation of New Jersey d/b/a AECOM Tishman ("AECOM Tishman"), has provided permission to be allowed on the Premises based on the following terms; and

WHEREAS, I have been advised that, this visit may involve serious hazards to me, including risk of sickness, illness or disease, personal injury due to the existence of construction and other activities at the Premises, but I still desire permission to enter the Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Owner(s) and AECOM Tishman to give me permission to be allowed on the Premises, to the maximum extent permitted by law, I, for myself, my heirs, my executors, my administrators, my successors and/or my assigns (collectively and individually, the "Releasers"), hereby: (1) assume all the risks and hazards attendant upon my entry on and my presence at the Premises; (2) release the Owners, AECOM Tishman, AECOM Tishman's and/or the Owners' subcontractors of any tier, and all officers, employees, agents, personal representatives, parents, subsidiaries, affiliates, successors and assigns of the foregoing parties (collectively and individually, the "Releasees") from and against any and all actions, causes of action, suits, claims, rights, damages, losses, expenses or demands of any kind or nature whatsoever, which I or the Releasers can or might have as a result of or arising out of my presence on or about the Premises, including, but not limited to, claims for any sickness or illness, personal injury or death, which I, the Releasers or any person on the Premises under this permission may suffer or sustain; and (3) agree to indemnify and hold harmless the Releasees of, from and against any and/or all loss, costs, claims, suits, damages and judgments (including attorney's fees and disbursements) of any kind or nature whatsoever, however caused, including, but not limited to, those for property damage and bodily injury, including death, arising out of or in connection with my presence on or about the Premises.

FURTHERMORE, this agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New Jersey, without giving effect to any conflicts of laws principles that require the application of the law of a different state. By signing below, you hereby expressly consent to personal jurisdiction and venue in the state and federal courts of New Jersey in connection with any disputes arising out of this agreement.

Signature

Type or Print Name

Date

**This is an important document that may affect your rights.
Read it carefully before signing.**

Please forward signed form to: Lynn.Kline@NJEDA.GOV