

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of participating in the guided tour (the “*Event*”) of the construction site located at The Steel District (the “*Construction Site*”), the undersigned, for himself or herself, and his or her executors, administrators, personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND AGREES not to sue or bring any sort of legal claim or other action for damages against LLOYD CONSTRUCTION COMPANY, a South Dakota corporation and LLOYD COMPANIES, INC., a South Dakota corporation, and each of their respective affiliates, subsidiaries, parent companies, entities under common control, associates, directors, officers, shareholders, owners and employees (collectively, the “*Releasees*”), FROM ALL LIABILITY TO THE UNDERSIGNED, his or her executors, administrators, personal representatives, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN DEATH ARISING OUT OF OR RELATED TO THE EVENT OR ANY INCIDENTS RELATING TO THE CONSTRUCTION SITE OR CONSTRUCTION EQUIPMENT LOCATED THEREON, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees FROM ANY LOSS, LIABILITY, DAMAGE, CLAIM, EXPENSES, CHARGES OR COST, INCLUDING REASONABLE ATTORNEY FEES AND COST OF DEFENSE, he or she, or any other attendee of the Event, has caused or incurred arising out of or related to the Event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Event, whether caused by the NEGLIGENCE OF RELEASEES or otherwise and acknowledges that my participation in the Event is voluntary and that I can avoid these risks by not participating in the Event.

4. HEREBY acknowledges that the Event is dangerous and involves the risk of serious injury and/or death and/or property damage.

5. HEREBY acknowledges that Releasees required the undersigned to wear hard hats and high-visibility vests at the Event, but otherwise Releasees have NO OBLIGATION TO PROVIDE INSTRUCTIONS OR OTHER GUIDANCE WITH REGARD TO THE EVENT, and the undersigned knowingly ASSUMES THE RISK associated therewith.

6. HEREBY acknowledges that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall bind the members of my family, if I am alive, and my executors, administrators, heirs, next of kin, personal representatives, successors and assigns if I am deceased.

7. HEREBY acknowledges that if any portion of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is found to be void or unenforceable by a court of competent jurisdiction, such void or unenforceable portion shall be modified by such court so that it may be valid and enforceable, if possible, and, if not possible, such void or unenforceable portion shall be severed from this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and, in either case, the remaining portions of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall remain in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, UNDERSTAND IT IS A VALID AND LEGALLY BINDING AGREEMENT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____, 20__.

(Signature)

(Print Name)

Address: _____

Phone: (_____) _____

E-Mail: _____