

*Release and Waiver of Liability*

SMR FACILITY VISIT

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PLEASE READ CAREFULLY AND ENTIRELY

**RELEASE AND WAIVER OF LIABILITY  
(Student/Other Participant Form)**

THIS RELEASE AND WAIVER OF LIABILITY (this "Release") is executed as of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Participant")  
(please print month and day) (please print name of student or other participant)

and the undersigned legal parent(s) and/or guardian(s) of Participant in favor of Sims Municipal Recycling of New York LLC, a Delaware limited liability company, and its members and other affiliates ("SMR.")

The Participant desires to participate in the visit to the SMR facility, located at 472 2nd Avenue on the 29th Street Pier, within the South Brooklyn Marine Terminal, Sunset Park, Brooklyn, NY 11232 (the "Facility") to be held on \_\_\_\_\_, \_\_\_\_\_ (the "Visit.") Students  
(please print month and day)

participating in the Visit will assemble for a short presentation on recycling, followed by a visit to the Facility operations through a designated visitor walkway portion of the Facility as the manager of the Facility sees fit in accordance with safe practices and in accordance with the rules of the Visit.

In consideration of the acceptance of Participant's participation in the Visit, and SMR's contributions to and support of the Visit, Participant and, if Participant is under the age of 18 years, the undersigned parent(s) and/or legal guardian(s) of Participant (each, a "Guardian"), do each hereby freely execute this Release and agree to the following:

**Assumption of Risk.** Participant and Guardian hereby acknowledge and agree there are reasonable risks in participating in the Visit, including the risks inherent in the operation of the Facility, a working industrial facility for the recycling and storage of recyclable metal, glass, plastic and paper ("MGP"). Participant and Guardian acknowledge that certain of SMR's recycling operations are located at the Facility on which the Visit will be held, which operations include (a) storage and mechanical separation of MGP, (b) storage and/or use of other materials including hazardous materials and heavy equipment and machinery, and (c) trucking and other active operations. Participant and Guardian understand that participation in the Visit may include activities which may be hazardous to the Participant, and which may include climbing a number of stairs and standing on a rail-fenced platform overlooking recycling operations at a height of several feet above ground. While Participant and Guardian understand that SMR has made reasonable attempts to minimize such hazards and risks to the Participants, Participant and Guardian also understand that SMR limits access to operating areas to those qualified and trained and wearing proper personal protective equipment to visit such areas and as such no Participant will be allowed to visit operating areas of the Facility. Participant and Guardian understand hereby expressly, knowingly and voluntarily accept and assume responsibility for, to the fullest extent permitted by applicable laws, the risks of bodily injury, harm, or death and all other risks and dangers that could arise out of or occur during the Visit, except to the extent that such risks arose due to the active negligence of SMR.

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***Medical Treatment.*** In the event Participant should sustain injuries or illness while involved in the Visit, Participant and Guardian hereby authorize the Released Parties to administer, or cause to be administered, such first aid or other treatment as may be necessary under the circumstances, specifically including, without limitation, treatment by a board certified physician or accredited hospital of any of the Released Party's choice.

This Release shall be governed by and construed under the laws of the State of New York, which shall be the exclusive jurisdiction for any legal action or dispute resolution related to this Release. Either the Participant or the Guardian listed above and/or below represents and warrants that he or she has all power and authority to execute and deliver this Release, and this Release shall be binding against the Participant and each Guardian in accordance with its terms. This Release constitutes the entire agreement among the Released Parties, Participant and each Guardian with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter. Participant and each Guardian agree that in the event any clause or provision of this Release shall be held to be invalid by a court of competent jurisdiction, such clause or provision shall be reduced in scope only to the extent necessary and interpreted in such a manner as to render such clause or provision valid under applicable law. In the event the court cannot reduce the scope of or interpret such clause or provision to be within the limits of applicable laws, the parties agree to negotiate in good faith to amend or revise such clause or provision so as to be valid and to give effect to the intent of the parties as set forth herein. The parties agree that an invalid clause or provision shall in no way affect the remaining clauses and provisions of this Release, which shall continue to be in full force and effect.

[Remainder of page intentionally left blank.]

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**For Participants age eighteen (18) years or older.** Participant hereby consents to Participant's participation in the Visit and consents to and agrees to be bound by all of the terms and provisions of this Release.

\_\_\_\_\_  
Participant Name [Print Clearly]

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_ Phone: Home (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ (2<sup>nd</sup> line – e.g. apartment number)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**For Participants under the age of eighteen (18) years.** Each of the undersigned hereby consents to Participant's participation in the Visit and consents to and agrees to be bound by all of the terms and provisions of this Release as the parent(s) and/or legal guardian(s) of Participant.

**Only one parent or legal guardian need sign this Release.**

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Print Parent or Legal Guardian Name  
[Print Clearly]

\_\_\_\_\_  
Print Parent or Legal Guardian Name  
[Print Clearly]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address: \_\_\_\_\_ Phone: Home (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ (2<sup>nd</sup> line – e.g. apartment number)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_