

FORM E

**American Bridge/Fluor Enterprises, Inc., a Joint Venture
Consent and Release for Project Access
Parental Release**

I am the parent or legal guardian for _____ (my "Child"). I understand that my Child will be participating in a Project tour and/or visit sponsored by San Francisco State University, its subsidiary, or affiliate on July 20, 2011 (date) at the following location: San Francisco Bay Bridge. I further understand that American Bridge/Fluor Enterprises, Inc., a Joint Venture (ABFJV) representatives or agents may take pictures and/or video of my Child during this event.

By signing this Consent for my Child, I (Parent) agree to waive all rights and claims against ABFJV, American Bridge Company, Fluor Enterprises, Inc. and the State of California, as well as each of their respective parent corporations, subsidiaries, related entities, officers, directors, agents and employees, and each of them and T.Y. Lin International/Moffat & Nichol Engineers, a Joint Venture and its consultants and subconsultants (hereafter collectively referred to as "Indemnitees") for losses or damages due to bodily injury, sickness, disease, emotional injury, death and/or damage to property including the loss of use thereof, of every kind or nature whatsoever, arising out of my Child's participation in the Project tour and/or visit, presence on and/or use of any facility, transport or other property of Indemnitees at the Project Premises.

To the fullest extent permitted by law, I further agree to indemnify, defend, and hold harmless Indemnitees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever arising out of and/or my Child's participation in the Project tour and/or site visit, presence on, or use of, any facility, transport or other property on the Project Premises, regardless of the existence or degree of fault on Indemnitees.

I expressly agree that this Tour/Visitor Consent and Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California in the United States of America and this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Consent and Release Agreement shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

In signing this Consent and Release Agreement, I acknowledge and represent that I have read the foregoing, explained it to my Child, fully understand it and sign it voluntarily; no oral representations, statements or inducements have been made; I (parent) am fully competent and I (Parent) execute the Consent and Visitor Release Agreement for full, adequate and complete consideration fully intending to be bound by the same. I expressly understand and agree that this Consent and Release Agreement is to be binding upon me and my Child.

Parent Signature

Print Name

Witness

Date

**PARENTAL ACKNOWLEDGMENT, WAIVER, RELEASE AND
AND AGREEMENT TO HOLD HARMLESS ON BEHALF OF MINOR**

I am the parent or legal guardian for _____ (my "Child"). I understand that my Child will be joining personnel of CirclePoint and/or HNTB Corporation ("HNTB") in visiting a project site generally known as the San Francisco Oakland Bay Bridge (the "Site"), including possible transport to, from, in and around the Site. I further allow and understand that representatives or agents of CirclePoint and/or HNTB may take pictures and/or videos of my Child during this visit. In consideration for permitting my Child to enter upon the premises of the Site, including possible transport to, from, in and around the Site, for his or her own purpose and interest, I acknowledge and agree, on behalf of myself, my Child, my spouse (if any), and other survivors (if applicable) to the following:

- My Child will follow all rules, procedures, and instructions provided by CirclePoint and HNTB personnel. Neither CirclePoint nor HNTB make any representation or warranty that such rules, procedures and instructions will eliminate all risks and hazards or will protect my Child from any injury or loss.
- My Child will follow all safety instructions of CirclePoint and HNTB personnel, including the wearing of personal protective equipment. Neither CirclePoint nor HNTB make any representation or warranty that such instructions and protective equipment will eliminate all risks and hazards or will protect my Child from any injury or loss.
- I understand that the Site, including possible transport to, from, in and around the Site, is a construction site that is actively in operation, including the use of machinery and equipment, where inherent risks may exist that can cause injury, including death, and I am aware of and appreciate these risks on my Child's behalf. I am also aware that accidents occur on construction sites and that my Child may be seriously injured or killed as a result. My Child will observe all safety and warning signs and notices posted at the Site. With my permission, my Child is voluntarily entering onto the Site, including possible transport to, from, in and around the Site, with knowledge of the dangers, and I accept those risks on my Child's behalf.
- I understand that the Contractor may have safety devices, procedures, and policies in place at the Site and for individuals visiting the Site. However, neither CirclePoint nor HNTB make any representation or warranty that the Contractor's safety devices, procedures, and policies have eliminated the hazards from the Site or will protect visitors from injury or loss, including death. Furthermore, neither CirclePoint nor HNTB will provide any additional safety devices, make any repairs or improvements, or take any measures in addition to those already in place at the Site to protect the safety of visitors.
- **ON BEHALF OF MY CHILD, MYSELF, MY SPOUSE (IF ANY), AND OTHER SURVIVORS (IF APPLICABLE):**

I ACCEPT AND ASSUME ANY AND ALL RISK OF BODILY INJURY, SICKNESS, DISEASE, EMOTIONAL INJURY, DEATH AND/OR DAMAGE TO PROPERTY INCLUDING THE LOSS OF USE THEREOF, OF EVERY KIND OR NATURE WHATSOEVER, ARISING OUT OF MY CHILD'S VISIT TO THE SITE AND ANY TRANSPORT RELATED THERETO.

I WAIVE ALL RIGHTS AND CLAIMS AGAINST CIRCLEPOINT, HNTB, ANY OF THEIR AFFILIATED ENTITIES, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND SUBCONTRACTORS, FOR LOSSES OR DAMAGES DUE TO BODILY INJURY, SICKNESS, DISEASE, EMOTIONAL INJURY, DEATH AND/OR DAMAGE TO PROPERTY INCLUDING THE LOSS OF USE THEREOF, OF EVERY KIND OR NATURE WHATSOEVER, ARISING OUT OF MY CHILD'S VISIT TO THE SITE AND ANY TRANSPORT RELATED THERETO.

TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CIRCLEPOINT, HNTB, ANY OF THEIR AFFILIATED ENTITIES, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND SUBCONTRACTORS (HEREAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, ACTUAL ATTORNEY'S FEES, LOSSES OR LIABILITIES, IN LAW OR IN EQUITY, OF EVERY KIND AND NATURE WHATSOEVER ARISING OUT OF MY CHILD'S VISIT TO THE SITE AND ANY TRANSPORT RELATED THERETO, REGARDLESS OF THE EXISTENCE OR DEGREE OF FAULT ON INDEMNITEES.

- In signing this document, I intend to release, in advance, and to waive my rights against and discharge all of the persons and entities mentioned above from any and all claims for bodily injury, sickness, disease, emotional injury, death and/or damage to property including the loss of use thereof, of every kind or nature whatsoever which I or my Child or my spouse (if any) or other survivors (if applicable) may have as a result of my Child's visit to the Site, and any transport related thereto, even though that liability may arise from negligence or carelessness on the part of persons or entities being released, or from dangerous or defective property or equipment owned, maintained, or controlled by them or the Contractor, or because of their possible liability, without fault.
- I expressly agree that this Parental Visitor Acknowledgment, Waiver, Release and Agreement to Hold Harmless on Behalf of Minor is intended to be as broad and inclusive as permitted by the laws of the State of California and that this agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that any clause, term, or provision of this document shall be declared or adjudicated void or invalid, it shall in no manner affect the other clauses, terms and provisions hereof, which shall remain in full force and affect, as if the clause, term or provision so declared or adjudicated invalid were not originally a part thereof.
- In signing this document, I further acknowledge and represent that I have carefully read the foregoing, explained it to my Child, understand it and sign it voluntarily; no oral representations, statements or inducements have been made; I am fully competent to execute the document on behalf of my Child, and I execute this document for full, adequate and complete consideration fully intending for my Child, myself, my spouse (if any) and other survivors (if applicable) to be bound hereby. I understand that this document is binding upon the undersigned, my Child, my spouse (if any) and each of his, her, or their respective heirs, assigns and legal representatives.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING BELOW.

Parent Signature

Date

Print Name