

**GENERAL DYNAMICS BATH IRON WORKS  
WAIVER AND RELEASE OF LIABILITY, ASSUMPTIONS OF RISK, AND DEFENSE AND INDEMNITY AGREEMENT**

In consideration of being granted permissive entry onto the premises owned, leased, operated, or controlled by Bath Iron Works Corporation ("BIW premises"), I [hereinafter "Releasor"], hereby waive and release BATH IRON WORKS CORPORATION, its owners, officers, directors, shareholders, employees, agents, attorneys, subsidiaries, parent companies, and affiliated companies, lessors, lessees, contractors, independent contractors, successors or assigns [hereinafter "Releasees "] from any and all claims, damages, or causes of action in law or equity of any type, for personal injury, property damage, emotional distress, wrongful death or any other damages, INCLUDING ANY CLAIMS ARISING OUT OF RELEASEES' OWN NEGLIGENCE, if any, and/or the negligence of any third party, related to or arising out of Releasor's entry onto the BIW premises.

The parties specifically state that this agreement is intended to expressly spell out with the greatest particularity, the intention of the parties to extinguish all claims for damages against Releasees, INCLUDING ANY INJURIES OR DAMAGES CAUSED BY RELEASEES' OWN NEGLIGENCE, that Releasor may have now, or which may in the future arise against Releasees or any other person in connection with, or arising out of, Releasor's entry onto the BIW premises. The parties agree that this agreement complies with the requirements under Maine law of a complete release of any and all claims and causes of action, including any claims and causes of action for Releasees' own negligence as recognized by the Maine Law Court in *Lloyd v. Sugarloaf Mountain Corp.*, 2003 ME 117,833 A.2d 1 and related cases.

This Waiver and Release of Liability, Assumption of the Risk, and Defense and Indemnity Agreement ("Waiver") is **valid for a period of one year** from the date signed. Releasor agrees not to enter any BIW premises after the expiration of this release unless and until a new Waiver is signed by the Releasor.

Releasor acknowledges, understands, and assumes all risks relating to their entry onto the BIW premises. Releasor understand that entry onto the BIW premises involves risk to Releasor's person, including bodily injury, mental or emotional injury, partial or total disability, paralysis, and death, and any damages which may arise therefrom. Furthermore, Releasor understands the process of manufacturing vessels involves the use of heavy equipment, moving objects, power tools, and chemicals, and the nature of the operations and related work in BIW facilities is inherently dangerous.

In further consideration of being granted permissive entry onto the BIW premises, Releasor agrees that upon the filing or assertion of any claim, notice of claim or lawsuit for Releasor's personal injury, property damage, emotional distress or wrongful death or any other damages against Releasees, RELEASOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BY WHOMEVER OR WHEREVER MADE, INCLUDING ANY AND ALL CLAIMS FOR RELEASEES' OWN NEGLIGENCE. Releasor specifically agrees that their duty to defend and indemnify Releasees from any and all claims, including claims for Releasees' own negligence, shall include a duty to pay all attorney's fees and litigation costs incurred by Releasees as said fees and costs are incurred.

By their signature, Releasor acknowledges that they have been provided and has read the above paragraphs and has not relied upon any representations of Releasees. Releasor acknowledges that they have a right to consult an attorney and, in the event Releasor does not consult an attorney, Releasor assumes the risk of not consulting an attorney.

In further consideration of being granted permissive entry onto the BIW premises, Releasor agrees to comply with all applicable rules and regulations of Bath Iron Works Corporation, including without limitation all rules related to safety, environmental, and security operations.

Releasor agrees and acknowledges that each provision of this agreement is severable from and valid and binding regardless of the validity or invalidity of any other clause or clauses of this agreement. This written agreement contains the entire agreement between Releasor and Releasee. Its terms are contractual and not a mere recital.

Releasor agrees that this agreement shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Maine. Releasor submits to the personal and subject matter jurisdiction of the Federal and State courts within the State of Maine for any and all matters involving the interpretation and enforcement of this agreement.

Finally, Releasor states that they have carefully read the foregoing agreement and knows and understands its contents and Releasor signs it as their own free act and will.

RELEASOR's NAME:	RELEASOR'S AGE:
PARENT/GUARDIAN NAME (if Releasor is under 18 years old):	

Releasor's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Guardian's Signature \_\_\_\_\_

Date: \_\_\_\_\_

<p><b>&lt;BIW Use only&gt;</b>  <b>Form Expiration Date</b>  <b>(1 year from signature)</b></p>
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