

**Mike Malinowski AIA is pleased to host a “Behind the Scenes Hard Hat Exploration” of the Globe Mill 5:00 pm on March 27<sup>th</sup> Thursday by invitation only**

Note: once group departs at 5:05 no additional attendees can be accommodated.



Arguably one of the most complex and challenging historic adaptive reuse projects in our region, the Globe Mill was an abandoned industrial complex that is now about 2 years into construction with completion scheduled for early this summer. Join project architect and AIACV President Mike Malinowski AIA and Lincoln Mortensen Assoc AIA project captain in a one hour adventure behind the scenes with many of the strange and daunting technical challenges that were overcome still in view and open for illustration. This is a project construction site, and **HARD HATS** and **SOLID SHOES** are required. Jeans are recommended. Entry onto site constitutes a waiver of liability and hold harmless in favor of the AIACV and Applied Architecture Inc and their agents, employees and assigns; and a signed release will be required from each participant; see below.

Please notify Mike Malinowski at [mfm@appliedarts.net](mailto:mfm@appliedarts.net) or the AIACV chapter office (444 3658) a minimum of 48 hours in advance for any accommodations required. There will be no working elevator and the tour will go up and down over 5 stories by construction stair. Flashlights are recommended, solid toe shoes and hard hats are required.





## Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

PLEASE READ THIS DOCUMENT  
CAREFULLY-IT AFFECTS YOUR  
RIGHTS

The undersigned desires to participate in certain construction site visit and construction administration activities. The undersigned has been advised and understands that a construction site can be dangerous and involve numerous risks, including death or serious bodily injury. As an inducement to the CFY Inc and Applied Architecture Inc Michael F. Malinowski AIA, and all firms and persons related to or involved in the construction and development of the project to allow the undersigned to visit certain construction sites and participate in and observe construction administration activities, the undersigned, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge the following:

- 1.

The undersigned hereby voluntarily assumes any and all risks involved or in any related to the undersigned's visit to construction sites and participation in construction administration activities, including, but without limitation to, the

risk of death, bodily injury or property damage resulting from such visit or participation, including the unavailability of emergency medical care or the negligent or deliberate acts of other persons.

2.

The undersigned releases and forever discharges CFY Inc and Applied Architecture Inc, Michael F. Malinowski AIA, and all firms and persons related to or involved in the construction and development of the project together with their members, managers, officers, employees, agent, affiliates, successors, heirs and assigns, from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of the undersigned's visit to construction sites or participation in construction administration activities, including, without limitation, those based on death, bodily injury, or property damage, except when caused solely by the gross negligence of CFY Inc and Applied Architecture Inc.

THE FORGOING RELEASE IS  
INTENDED TO BE THE MAXIMUM  
AND BROADEST RELEASE  
PERMITTED BY LAW.

3.

The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.

4.

The undersigned agrees to indemnify and hold CFY Inc and Applied Architecture Inc Michael F. Malinowski AIA, and all firms and persons related to or involved in the construction and development of the project harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including reasonable attorney's fees, which arise in any way from the undersigned's conduct at a construction site and any and all damages to property on such construction site, injury to any other person on such construction site, caused, directly or indirectly, by the undersigned, whether by inadvertence, negligence, willful misconduct or otherwise.

5.

The undersigned acknowledges and agrees that he or she has been advised of and understands the safety procedures and rules for visiting a construction site and for participating in construction administration activities at such site. The undersigned agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events at any such construction site under the influence of alcohol and/or any drugs.

6.

The undersigned agrees that in the event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, CFY Inc is hereby authorized, but not required, to take all necessary actions as relates to immediate medical or dental or other care, transportation and emergency medical services as warranted in the course of care of the undersigned. The

undersigned agrees that he or she shall be responsible for all fees and expenses as they relate to this paragraph.

The undersigned has read this waiver and release, understands that by making this waiver and release, surrenders valuable rights and does so freely and voluntarily.

The undersigned understands that the terms herein are contractual and not a mere recital; has signed this waiver and release agreement as his or her own free act and that if the undersigned has any doubts concerning its contents, the undersigned will consult an attorney before signing it.

Invalidity of any provision of this agreement shall not affect other provisions.

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Signature

Date

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Printed Name

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Emergency Contact Name and Number