

SAFETY TRAINING
ASSUMPTION OF RISK/WAIVER OF CLAIMS
CONTRACT NO. 0000003758

As part of the requirements of Contract No. 0000003758 (the "Contract"), Contractor, [name]_____, acknowledges that its employees and subcontractors who will be performing work on or in the vicinity of a fixed rail guideway system owned and operated by the City's Municipal Transportation Agency ("MTA") have undergone or will be undergoing mandatory system safety training ("Safety Training") from MTA prior to commencing such work.

With respect to the Safety Training, Contractor agrees as follows:

1. Receiving Safety Training, or any information the City has transmitted during the Safety Training, shall not waive Contractor's indemnification obligations under the Contract.
2. Receiving Safety Training, or any information the City has transmitted during the Safety Training, shall not waive or minimize the Contractor's independent obligation under the Contract to take all necessary safety precautions in prosecuting the work under the Contract and to bear responsibility for all risk of injury to persons and property arising from its duties under the Contract.
3. Neither the City, MTA, nor any of its directors, officers, agents or employees shall be liable for any damage to the property of Contractor, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, arising from the Safety Training.
4. Contractor, on behalf of itself, its employees, subcontractors, successors and assigns, waives its right to recover from, and forever releases and discharges, City, MTA, and their directors, officers, agents and employees, from any and all claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Safety Training.

In connection with the foregoing releases, Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

5. This Assumption of Risk/Waiver of Claims shall survive any termination of the Contract.

I acknowledge and agree to the above.

Contractor

By: _____

Date: _____