

WAIVER AND INDEMNITY AGREEMENT

This Waiver and Indemnity Agreement ("Agreement") is made and entered into by and between

_____ ("**Indemnitor**") and **M. A. Mortenson**

Company ("Mortenson") this _____ day of _____, 20__.

WITNESSETH:

WHEREAS, Mortenson is engaged in the construction of **Twins Baseball Stadium** ("Project") located at **600 3rd Avenue N., Minneapolis, MN 55304**; and

WHEREAS, Indemnitor has requested access to the construction site for the purpose of Sensible Land Use Coalition tour on July 29, 2009;

WHEREAS, Mortenson is willing to permit access only upon certain conditions, as set forth herein.

NOW, THEREFORE, and in consideration of the premises and mutual promises herein contained, it is agreed as follows:

Mortenson shall permit access to the Indemnitor, its employees, guests, members, and/or students, in a number not to exceed 20/tour, from 4:00 p.m. to 6:00 p.m., on July 29, 2009.

1. Indemnitor hereby fully and forever waives any claim against Mortenson, its subcontractors, and their respective officers, directors, agents, employees, sureties, insurers, successors and assigns, against all claims, damages, and losses (including without limitation, legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with the undersigned's entry upon or use or occupancy of the Project.
2. Indemnitor agrees to assume the responsibility and liability for damage or injury to all persons whether employees of Indemnitor or otherwise, and to all property, including the loss of use therefrom, arising out of, arising from, or any manner connected with the undersigned's entry upon or use of the Project premises.
3. Notwithstanding any provision or agreement between the parties to the contrary, Indemnitor shall defend and indemnify Mortenson, its subcontractors, and their respective officers, directors, agents, employees, sureties, insurers, successors and assigns, against all claims, damages, and losses (including without limitation, legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, arising from, or in any manner connected with the undersigned's entry upon or use or occupancy of the Project.
4. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof

INDEMNITOR

M. A. MORTENSON COMPANY

(Signature)

(Signature)

(Print Full Name)

(Print Full Name)