

**WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Waiver of Liability:** for and in consideration of being permitted to enter APM Terminals Elizabeth, LLC at 5080 McLester Street, Elizabeth , NJ 07207, (the “Terminal”) I, for myself, my personal representatives, assignees, heirs and next-of-kin, hereby voluntarily release, discharge, waive and covenant not to sue (i) APM Terminals Elizabeth, LLC/or APM TERMINALS, N.A. and any and all of its affiliates, directors, officers, agents and employees; and (ii) Port of New Jersey and any and all of its boards, officers, agents and employees (collectively “Releases”) from liability from all claims arising from my personal injury, wrongful death or damage to my property while I am on the Terminal, except as may arise from the sole willful misconduct of the Releases.

**Assumption of Risk:** I am fully aware that potentially dangerous activity occurs on the Terminal, and that I am exposing myself to certain risks and hazards by entering onto and being present on the Terminal. I hereby elect to enter the Terminal voluntarily and I knowingly assume all risk of loss, property damage, injury or death that I might sustain while I am on the Terminal.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold the Releases harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my attendance on the Terminal, and to reimburse the Releases for any such expenses incurred.

**Severability:** I further agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Alabama and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, have been given an opportunity to consult with counsel, and that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a release of liability to the greatest extent permitted by law.

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

**Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Name: (print)** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Vehicle info:** \_\_\_\_\_