



WAIVER OF RIGHT TO CLAIM DAMAGES FOR INJURY OR LOSS

In consideration of being allowed admittance to the premises located at:

TOWER NAME: **Wilson Avenue**

SITE NUMBER: **WI21282**

SITE ADDRESS: **3333 Lake Shore Drive Sheboygan, WI 53082**

(the "Premises") and being allowed access to climb the tower at the premises for the sole purpose of tower climbing and rescue training, **City of Sheboygan Fire Dept** (the "Undersigned") on behalf of itself, its affiliates, directors, officers, employees, agents, representatives and contractors does, to the extent permitted by applicable law, hereby waive and relinquish any and all right to claim damages for injury or death or property damage sustained in connection therewith due to any cause whatsoever against SBA Communications Corporation or any of its affiliates or subsidiaries (collectively, "SBA") and their respective directors, officers, employees, agents and representatives. The Undersigned represents and warrants that the employees and other personnel of the Undersigned have acknowledged in writing that entering the Premises and ascending the tower on the Premises could create exposure to inherently dangerous conditions and have accepted full responsibility for any injury or damage that might be sustained by such employees or personnel. Further, the Undersigned shall (i) have each individual employee or personnel sign a waiver and release document in form and content satisfactory to SBA and deliver the same to SBA prior to such employee's or personnel's entry onto the Premises, and (ii) take all reasonable steps to prevent any individual who has not signed such waiver and release document from entering the Premises. To the extent permitted by applicable law, the foregoing waivers are to apply regardless of any actual or alleged negligence on the part of SBA or its directors, officers, employees, agents or representatives.

City of Sheboygan Fire Dept (the "Undersigned") also agrees to pay all Training, Testing and Usage Fees (collectively, "Fees") in the amount of \$ **0.00** (the "Fees") prior to the training, testing or usage scheduled for **Apr.29 - May 1** (the "Event Date"). All checks must be made out to: SBA Network Services, LLC.

The Fees are not refundable. In the event of cancelation not caused or directed by SBA, the company has 120 days from the scheduled commencement date of the Event to reschedule the Event as permitted herein. If the company does not reschedule the Event within this 120-day period, then all Fees will be forfeited.

If cancelation of the Event is caused or directed by SBA, then SBA will use commercially reasonable efforts to reschedule the Event, including but not limited to offering to hold the Event at a different location. Accommodation will be based on the site's NTP schedule using the SBA NTP Portal and other authorization requirements. All events involving SBA tower sites must have a valid NTP.

SBA makes no guarantees of the site condition and suggests visiting the site prior to scheduling an event.

Upon arrival to the site location, the SBA NOCC must be notified by using the SBA Site app or calling the SBA NOCC at 888-950-7483.

Company/Organization Name: **City of Sheboygan Fire Department**

Company/Organization Address: **1326 N. 25th Street Sheboygan, WI 53081**

Access Date(s): **April 29, April 30, and May 1**

Company/Organization's Authorizing Person (Print Name and Title):

Authorizing Person's Signature: