

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively referred to herein as this "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (collectively referred to herein as "Releasor", "I" or "me") to SBA Telecommunications, LLC ("SBA").

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in climbing tower structures (the "Activity", including, but not limited to tower climbing, ground instruction, demonstrations, use of equipment, or any activity whatsoever at a tower site or tower training facility). As the undersigned Releasor, I understand that SBA does not require me to participate in the Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with the Activity, and I release SBA and its agents, principals, shareholders, officers, directors, employees, members, predecessors, successors, subsidiaries, subcontractors, affiliates, insurers, related companies, attorneys, assigns, underwriters, managers, partners, parent companies, related companies, stockholders, and/or all others related to SBA in any way whatsoever (collectively referred to herein as the "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with, directly or indirectly, the Activity, including any injury or harm to me, my death, or damage to my property (collectively referred to herein as "Liabilities"), and I agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I voluntarily assume all risk of personal injury or death that may be sustained during the Activity. I recognize that this Release means I am giving up, among other things, all rights to sue the Releasees for injuries, damages or losses I may suffer or incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I affirm that I am personally responsible for all costs associated with medical treatment, vehicular damage, equipment damage, or property damage that I may incur. I affirm that I am physically fit and medically able to participate in the Activity. I agree that this Release shall be governed for all purposes under the laws of the state where the Activity is taking place, without regard to such state's law on choice of law.

**RELEASOR AGREES THAT THE TOWER, TOWER SITE, TRAINING FACILITY AND ANY EQUIPMENT THAT IS USED BY RELEASOR IS PROVIDED "AS IS, WHERE IS" AND WITH ALL FAULTS. SBA MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE; ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SBA AND WAIVED BY RELEASOR.**

**I have read this entire Release and fully understand this is a release of my rights. I fully understand this entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by this Release.**

**THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.**

(Releasor's Signature)

(Print Name)

(Date)