



VISITOR RESTRICTED ACCESS, NON-DISCLOSURE, AND INDEMNITY AGREEMENT

This Visitor Restricted Access, Non-Disclosure, and Indemnity Agreement (“Agreement”) is by and between Baker Engineering and Risk Consultants, Inc., a Texas corporation, also known as BakerRisk® (“BakerRisk”), and the party executing this Agreement (“Visitor”). In this Agreement, the term “in writing” refers to documentation of some type including electronic mail.

Because of the restricted access being granted by BakerRisk to one or more of its business, testing, research, or work locations (“BakerRisk Site”), Visitor agrees to the provisions and conditions in this Agreement.

1. Performance

While at a BakerRisk Site, Visitor shall:

- a) Obey and follow all safety procedures at all times;
- b) Wear all personal protective equipment specified as being required;
- c) Follow all instructions communicated for avoiding any hazards associated with any work being performed;
- d) Not touch, operate, handle, or use any of the testing, research, or work equipment, except as expressly permitted in writing by BakerRisk; and
- e) Not take any photographs or in any way record any testing, research, or work equipment and activities, except as expressly permitted in writing by BakerRisk.

2. Permission

In terms of being granted restricted access to a BakerRisk Site, Visitor grants BakerRisk permission to:

- a) Take photographs and videos of Visitor and Visitor’s property during the restricted access;
- b) Use such photographs and videos for any lawful purpose as determined by BakerRisk without acknowledgement or compensation; and
- c) Identify Visitor by name, job title, and company or organization affiliation when BakerRisk uses such photographs and videos.

3. Confidential Information – Non-Disclosure

a) While at a BakerRisk Site, Visitor understands that:

- i. Confidential information belonging to BakerRisk may be disclosed;
- ii. Confidential information belonging to BakerRisk may not be marked or identified as proprietary or confidential, and it may include third party proprietary or confidential information that may or may not be marked or identified;
- iii. Confidential information may be communicated orally by BakerRisk or it may be open and visible;
- iv. Confidential information may be obtained from BakerRisk involving BakerRisk’s business that is confidential or proprietary in nature; and
- v. Confidential and proprietary information referenced in this Agreement has commercial and business value to BakerRisk.

b) Visitor agrees:

- i. To protect and hold BakerRisk’s confidential and proprietary information, as described in 3.a above, in confidence at all times, both during and after the term and termination of this

Agreement; and

- ii. Not to make any use whatsoever at any time of BakerRisk's confidential or proprietary information, except as expressly permitted in writing by BakerRisk.

4. Indemnity

- a) Visitor hereby indemnifies and holds BakerRisk harmless from and against any and all liability including, but not limited to, loss of or damage to property and injury or death of Visitor, an affiliated party and third parties arising out of or in connection with Visitor's restricted access to a BakerRisk Site.
- b) Visitor understands and agrees that, under this Agreement, BakerRisk is released from any and all liability including, but not limited to, Visitor's loss of paid time, loss of services, or expenses incurred.
- c) Visitor understands and agrees that all injuries, accidents, or other occurrences that may give rise to a claim of any type by Visitor will be covered under and by Visitor's insurance. Visitor further agrees to indemnify and hold BakerRisk harmless even if Visitor does not have any official or company protection or insurance.
- d) This section of the Agreement (*i.e.*, Section 4. Indemnity) shall survive the term and termination of this Agreement.
- e) This section of the Agreement (*i.e.*, Section 4. Indemnity) does not apply in the event of gross negligence or willful misconduct by BakerRisk, its employees, officers, or contractors. This section shall survive the term and termination of this Agreement.

5. Term and Termination

- a) This Agreement shall remain in force and may apply to multiple restricted access visits to a BakerRisk Site by the Visitor executing this Agreement.
- b) BakerRisk, in its sole discretion, has the absolute right to terminate this Agreement at any time and for any reason, including convenience.

Signed this _____ day of _____, 20____.

Signature

Printed Name of Visitor

Visitor's Company or Organization and Job Title

Mailing Address: _____

Telephone: _____

Email: _____