

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Waiver of Liability: for and in consideration of being permitted to enter APM Terminals – Pier 400 Los Angeles (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 – Pier 400 and/or APM TERMINALS, N.A. and any and all of its affiliates, directors, officers, agents and employees; and (ii) the Port of Long Beach / LA Port Authority and any and all of its boards, officers, agents and employees (collectively “Releasees”) 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 Releasees.

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.

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 California 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.

Section 1542 Waiver: I hereby waive all of my rights under Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or his favor at the time of executing the release, which if known by him or his must have materially affected his or his settlement with the debtor."

Print Name: _____ **Date:** _____

Signature: _____

Witness: _____

Witness Print Name: _____