



To ensure the safety of all employees, visitors, truckers, and cargo, the following policy is effective July 1, 2019 and is non-negotiable:

ALL VISITORS MUST CHECK IN AT THE OFFICE. NO EXCEPTIONS.

- 1. VISITORS ARE REQUIRED TO CHECK IN AND OBTAIN A VISITORS BADGE WHICH MUST BE VISIBLE AT ALL TIMES THEY ARE ON THE PREMISES.**
- 2. VISITORS WILL BE REQUIRED TO SIGN A WAIVER OF LIABILITY. ANY INDIVIDUAL NOT CHECKED IN OR NOT WEARING A BADGE WILL BE CONSIDERED TRESSPASSING AND AUTHORITIES WILL BE CALLED.**
- 3. VISITORS WHO PLAN TO WALK AROUND THE FACILITY MUST WEAR A SAFETY VEST, VISITOR BADGE, AND MUST BE ACCOMPANIED BY A HARBOR WEAIGHERS EMPLOYEE AT ALL TIMES.**

Every member of Harbor Weighers, Inc. is responsible for the enforcement of this policy. Truck drivers must wear a safety vest and must always remain by their vehicle. They are not permitted to walk around the facility without an escort. If they wish to use the restroom, they must be escorted.

Please remember: **The safety of all people (our customers, vendors, employees, and truck drivers) and cargo is of utmost importance.** It is imperative that this policy is followed at all times. Any negation from or purposeful non-compliance of this policy will result in visitors being escorted off of the property by law enforcement.

Thank you for your compliance,

Harbor Weighers, Inc.

**HARBOR WEIGHERS, INC. VISITOR ACCESS POLICY AND ASSUMPTION OF RISKS,
RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

1.0 STRICT COMPLIANCE WITH VISITOR ACCESS POLICY AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

I understand and agree that Harbor Weighers, Inc., its parent entities, its subsidiary entities, and all affiliated entities (collectively, "Harbor") will only permit me to enter onto its property at 430 Lecouvreur Avenue, in Wilmington, California (the "Property") if I sign and strictly comply with the Visitor Access Policy and Assumption of Risks, Release of Liability, and Indemnification Agreement (the "Access and Release Agreement"). I understand and agree that below in sections 6, 7, and 8, the Access and Release Agreement contains a release of Harbor's liability, a statement of my assumption of risks, and my agreement to indemnify Harbor in the below-stated circumstances.

2.0 CHECK-IN AND CHECK-OUT

I understand and agree that as a visitor, I must register in the visitor area upon arriving at the Property. I understand and agree that as a visitor, I must present a government-issued photo identification, after which I must sign-in and state my name, company affiliation, the purpose of the visit, check-in time, and check-out time. By registering and entering the Property for my stated business purpose, I agree to strictly comply with this Access and Release Agreement and to follow all directions I receive from Harbor personnel and posted on signs at the Property.

3.0 RISKS ON THE PROPERTY

I understand and agree that Harbor's cargo, warehouse, and all other operations on the Property are inherently hazardous and that I may be exposed to dangers and hazards, including the following: the movement of forklifts, other vehicles, and equipment; the movement of cargoes; the failures of forklifts, other vehicles, and equipment; warehouse operations; and the negligence of others, including that of Harbor, its employees, officers, contractors, and agents (collectively and without limitation, the "Risks"). I understand that because of the Risks, I could be seriously injured and disabled and that I could die from my injuries or my property could sustain damage.

4.0 VISITOR BADGE

At check-in, Harbor shall issue to me a clip on or self-adhesive visitor's ID badge. I understand and agree that I must wear that ID badge at all times while on the Property.

5.0 VISIT CONFINED TO VISITOR ACCESS AREA

I understand and agree that Harbor will grant me access only to the Property's Visitor Access Area. I understand and agree that my registration and my ID badge do not entitle me to access any other part of the Property, including the inside of the Property's warehouse, where the Risks may exist.

6.0 ASSUMPTION OF THE RISKS

By signing this Access and Release Agreement and entering the Property, I freely assume the Risks and all risks that arise out of or are in any way related to the Risks, directly or indirectly, and any harm, injury, or loss that may occur to me or my property because of my visit to the Property, including any injury or loss caused by the negligence of Harbor, its employees, officers, contractors, and agents.

7.0 RELEASE OF LIABILITY

By signing this Access and Release Agreement and visiting the Property, I RELEASE, WAIVE, DISCHARGE, AND COVENANT

NOT TO SUE Harbor, its employees, officers, contractors, and agents (collectively, the "Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that may arise in any way from any injury, death, loss, or harm that occur to me or to any other person or to any property during my visit to the Property. I understand and agree that my above release includes claims for the negligence of the Released Parties. My release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree not to sue or make a claim against the Released Parties for death, injuries, loss, or harm that occur during my visit to the Property or that are related in any way to my visit.

8.0 INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE

I promise to indemnify, hold harmless, and defend the Released Parties from and against any claims to which section 7 of this Access and Release Agreement applies, including claims for Released Parties' own negligence. I also promise to indemnify, hold harmless, and defend the Released Parties from and against any claims for my own negligence, and any other claim arising from my conduct during my visit to the Property. Further to my above promises, I will reimburse the Released Parties for any damages, settlements, and defense costs, including reasonable attorneys' fees, expert fees, and court costs, that the Released Parties pay or incur because of any such claims against them. I understand and agree that in the event of my death or disability, this Access and Release Agreement shall be binding on my estate and my personal representative, executor, administrator, or guardian shall be obligated to abide by and enforce this Access and Release Agreement.

9.0 SEVERABILITY

If any provision of this Access and Release Agreement shall for any reason be held to be invalid or unenforceable, then the remainder of this agreement shall be unaffected and remain in full force and effect.

10.0 MANDATORY LAW, VENUE, AND JURISDICTION

10.1 MANDATORY CHOICE OF LAW. The parties agree all that claims or disputes arising out of or in any way connected to my visit to the Property shall be determined under the laws of the State of California, without regard to its conflict of laws rules.

10.2 MANDATORY VENUE. The exclusive and mandatory venue for any of the above claims or disputes shall be the Los Angeles Superior Court in Long Beach, California, to the exclusion of all other courts.

10.3 MANDATORY CONSENT AND WAIVER. The parties agree to irrevocably submit to the personal jurisdiction of the above court, and thereby waive any jurisdictional, venue, or inconvenient forum objections to that court.

11.0 ACKNOWLEDGMENT

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NONE OF THE RELEASED PARTIES HAS MADE ANY ORAL REPRESENTATION, STATEMENT, OR OTHER INDUCEMENT TO ME TO SIGN THIS ACCESS AND RELEASE AGREEMENT, APART FROM THAT WHICH THIS AGREEMENT EXPRESSLY STATES. I UNDERSTAND THIS ACCESS AND RELEASE AGREEMENT IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

SIGNATURE

PRINTED NAME

COMPANY NAME

DATE