

ROOFING INDUSTRY COMMITTEE ON WEATHER ISSUES, INC.
WIND INVESTIGATION PROGRAM PARTICIPATION AGREEMENT

IN CONSIDERATION of (1) being permitted to participate as a member of a field investigation team in the "Wind Investigation Program" ("Program") originally developed and facilitated jointly by RICOWI and the Department of Energy; (2) being permitted to enter on or in any building, roof, or roofing structure in the aftermath of a major wind event (defined as a "wind storm with a sustained wind speed of 95 mph [1 minute sustained] or greater when it makes landfall on the continental United States, in a populated area") for the purpose of observing roofing damage from a wind event, investigating the cause of such damage, assessing such damage, or for any other purpose reasonably related to the conduct of the field investigation phase of the Program; and (3) being permitted to participate in the creation of a final research report and multimedia educational program, I, for myself, my personal representatives, heirs, and next of kin:

1. HEREBY RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE RICOWI, its directors, officers, agents, and employees (hereinafter "the Releasees") from all liability to me, my personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefor on account of bodily injury sustained by me, including death, or by my property, arising out of or related to my participation in the Program as a member of a field investigation team and caused by the ordinary negligence of the Releasees.

2. HEREBY ACKNOWLEDGE THAT RICOWI ASSUMES NO RISK of bodily injury, death, or damage to my property arising out of or related to my participation in the Program as a member of a Field Investigation Team and caused by the ordinary negligence of the Releasees.

3. HEREBY ACKNOWLEDGE that the on-site investigation of the field performance of roofing assemblies in the aftermath of a major windstorm event is dangerous and involves the risk of serious injury and/or death and/or damage to my property, and that I am participating in the Program at my own risk.

4. HEREBY AGREE that this Wind Investigation Program Participation Agreement's Release and Waiver of Liability and Assumption of Risk provisions extends to all ordinary negligence by the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the state (s) in which any field investigations are conducted. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK, HAVE HAD THE RIGHT TO OBTAIN LEGAL COUNSEL TO REVIEW THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE RELEASEES FOR ORDINARY NEGLIGENCE TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED/TITLE

WITNESS

DATE: _____