

INDIVIDUAL EMERGENCY ACCESS WAIVER

I, _____, hereby release, indemnify and hold harmless Poydras (Louisiana), L.L.C. (“Landlord”), its managers and affiliates, and their respective partners, directors, officers, members, managers, employees and representatives from and against any and all liabilities, judgments, claims, suits, costs and expenses (including, without limitation, reasonable attorneys’ fees, costs and expenses) arising out of my entry into or occupancy of 1615 Poydras Street, New Orleans, LA (the “Building”) or any part thereof.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT LANDLORD HAS NOT COMPLETED THE INVESTIGATION AND/OR REMEDIATION OF THE EXISTING CONDITIONS INCLUDING ANY AND ALL DAMAGES RELATED TO STRUCTURAL, MECHANICAL, ELECTRICAL, ENVIRONMENTAL, AND OTHER DAMAGES SEEN OR UNFORESEEN AS WELL AS KNOWN OR UNKNOWN IN AND AROUND THE BUILDING AND/OR LEASED PREMISES AND THAT LANDLORD MAKES NO REPRESENTATION AND/OR WARRANTY AS TO THE SAFETY OF THE BUILDING AND/OR THE EXISTENCE OF ANY HAZARDOUS, IRRITANT, POLLUTANT OR OTHERWISE DANGEROUS SUBSTANCE OR CONDITION IN, UPON OR AT THE LEASED PREMISES OR BUILDING. I EXPRESSLY ASSUME ALL RISK ASSOCIATED WITH THE ACCESS GRANTED TO ME BY THE EMERGENCY ACCESS AGREEMENT (INCLUDING THE POSSIBILITY OF PERSONAL INJURY OR DEATH) AND TO THE EXTENT NOT SPECIFICALLY PRECLUDED BY LOUISIANA OR FEDERAL LAW, I HEREBY WAIVE ALL WARRANTIES AGAINST DEFECTS IN THE LEASED PREMISES AND BUILDING.

This waiver binds not only the undersigned but the undersigned’s spouse, heirs, legal representatives, successors and assigns. If any portion of this waver shall be held invalid under the laws of the State of Louisiana, those parts that are not held invalid shall continue in full force and effect.

By: _____

Print Name: _____

TENANT NAME _____

SUITE _____

Date: _____