



REFINERY TOUR AGREEMENT AND LIABILITY RELEASE

This form must be completed by every person touring the Valero Houston Refinery (“Refinery”).

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
VALERO AND THE UNIVERSITY OF HOUSTON DO NOT GUARANTEE YOUR SAFETY.

Warning. A petroleum refinery conducts operations that involve potentially dangerous conditions and hazardous materials; those operations include the manufacture, use, and storage of large quantities of hazardous materials, which creates the potential for accidental releases of toxic or extremely hot materials from equipment, tanks, and pipes and poses a risk of fire and explosion due to the flammable and combustible nature of the materials. Consequently, access to a refinery and all activities at a refinery present foreseen and unforeseen risks and hazards that may pose significant risks of harm, including bodily injury, property damage, and death to people at the refinery. Valero and the University of Houston are not insurers of your behavior, actions, or participation in the tour and cannot guarantee your safety.

Agreement Regarding My Conduct During the Tour. I agree to obey and follow all safety rules, policies, and procedures of the Refinery. I agree to stay with the tour group and understand I do not have permission to be in any part of the Refinery without supervision. Further, I agree not to take any photographs, videos or pictures of the Refinery.

Liability Release. In consideration of Valero and the University of Houston allowing me to participate in a tour of the Refinery under the terms set forth herein, I agree to release, discharge, indemnify, defend, and hold harmless Valero Refining –Texas, LP d/b/a Valero Houston Refinery, their employees, agents, officers, directors, subsidiaries, and affiliated companies such as Valero Energy Corporation (referred to collectively in this document as “Valero”) and the University of Houston, School of Law, and their faculty, employees, or agents (referred to collectively in this document as “UH Law”) of and from all claims, demands, causes of action, and legal liability – whether known or unknown, anticipated or unanticipated – including, but not limited to, negligence, gross negligence, breach of warranty, fraud, products liability, and statutory claims, due to the conduct of Valero, UH Law, or their employees, including their negligence, gross negligence, and/or wrongful conduct, that results in any economic or non-economic losses arising out of bodily injury, death, or property damage sustained by me or my heirs, administrators, assigns, or parents arising out of or in any way related to the operations of Valero or UH Law or my being on or near the premises of the Refinery. I assume all personal risk associated with my presence on the premises of the Refinery.

Choice of Law and Venue. This Agreement is governed by the laws of the State of Texas, without reference to its conflict of laws provisions. I expressly consent to exclusive jurisdiction and venue in the state and federal courts located in Houston, Texas for any cause of action brought by or against me in any way arising out of or relating to this Release or my tour of the Refinery.

I have read, understand, and agree to the foregoing warnings and release of liability.

Releasor: (print name) _____ Date _____

Signature: _____