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DANIELLE SHEEN, EXECUTIVE DIRECTOR

## Equipment Use Waiver and Indemnification Agreement - Company

In consideration for our employees receiving permission to use \_\_\_\_\_ [a University of Michigan aerial work platform or other University permitted equipment] (the "Equipment") at the following location, \_\_\_\_\_ [INSERT LOCATION] (the "Premises"), we, \_\_\_\_\_ [INSERT LEGAL NAME OF COMPANY] ("Releasor"), hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Regents of the University of Michigan, a Michigan constitutional corporation (the "University"), its Board of Regents, officers, servants, agents, or employees (together, hereinafter "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Releasor or any of its employees, or to any property belonging to Releasor or any other party, while using the Equipment, or while in, or upon the Premises, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise.

Releasor is fully aware of the risks and hazards associated with using the Equipment, including the risk of severe injury and even death to its employees and hereby voluntarily elects to have its employees use the Equipment and to enter the Premises knowing that the use of the Equipment may be hazardous to Releasor, its employees, and its property. Releasor voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by Releasor or others, or any loss or damage to property owned by Releasor, as a result of using the Equipment, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

Releasor further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that it may incur due to Releasor's or its employees' use of the Equipment, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES or otherwise.

Releasor further hereby acknowledges that Releasor has the right to examine the Equipment prior to Releasor's use of it and assumes full responsibility for ensuring that the Equipment is in good working order. Releasor assumes full responsibility for its employees' use of appropriate personal protective equipment in using the Equipment and agrees that the University is not responsible for providing any such equipment to Releasor.

Releasor further hereby acknowledges that its activities in using the Equipment are in its capacity as a contractor to the University and that nothing in this Equipment Use Waiver and Indemnification Agreement will create any form of joint partnership, joint venture, or other similar structure. Releasor acknowledges that, in the event of any injury, including even death, WORKERS COMPENSATION FROM THE UNIVERSITY WILL NOT APPLY.

It is the express intent of Releasor that this Equipment Use Waiver and Indemnification Agreement shall bind it and any successors or assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the Releasees. Releasor hereby further agrees that this Equipment Use Waiver and Indemnification Agreement shall be construed in accordance with the laws of the State of Michigan and that if any part of this release is determined to be illegal, unenforceable or in conflict with any law governing this Equipment Use Waiver and Indemnification Agreement, the validity of the remaining portions shall not be affected thereby. IN SIGNING THIS

RELEASE, RELEASOR ACKNOWLEDGES AND REPRESENTS THAT (1) IT HAS READ THE FOREGOING EQUIPMENT USE WAIVER AND INDEMNIFICATION AGREEMENT IN ITS ENTIRETY; (2) Releasor understands it and signs it voluntarily; (3) no oral representations, statements or inducements apart from the foregoing written agreement have been made; (4) the undersigned is authorized to execute this Equipment Use Waiver and Indemnification Agreement on behalf of Releasor; and (5) Releasor executes this Equipment Use Waiver and Indemnification Agreement for full, adequate and complete consideration fully intending to be bound by same.

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THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

By signing this Equipment Use Waiver and Indemnification Agreement, you agree, represent, and warrant that you are authorized to sign on behalf of the Releasor and bind Releasor to this document.

Releasor \_\_\_\_\_ Date \_\_\_\_\_