

\_\_\_\_\_ an EMPLOYEE OR INDEPENDENT CONTRACTOR (hereafter referred to as "employee" or "I" or "me")  
PERFORMING WORK FOR \_\_\_\_\_ (hereafter referred to as "employer" OF \_\_\_\_\_,  
City, \_\_\_\_\_ State, \_\_\_\_\_, Zip \_\_\_\_\_ HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN  
ANY/ALL ACTIVITIES ASSOCIATED WITH THE PERFORMANCE OF ANY ACTIVITIES AND/OR ANY AND ALL WORK at HKB, Inc., dba as Southwest  
Industrial Rigging (hereafter referred to as "SWIR") 4705 South 35<sup>th</sup> Avenue, located in Phoenix, Arizona or any work site of SWIR (hereafter referred to  
as "location" or "property") This includes by way of example and not limitation, any risks, claims, suits, or causes of action that may arise from negligence  
or carelessness on the part of any persons or entities on the property or from the use or operation of any equipment or property owned, maintained, or  
controlled by my employer, or anyone else.

I certify that I am physically fit, have sufficiently prepared or have been trained for participation in the activity that my employer has requested that I  
perform, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems  
which preclude my participation in this activity.

I acknowledge that this Accident Waiver, Indemnity & Insurance Agreement, and Release of Liability Form may be used by SWIR, their directors,  
officers, employees, representatives, agents and assigns as part of their risk management program.

In consideration of my application and SWIR's permitting me to access SWIR's property, I hereby take action for myself, my executors,  
administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the  
entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur  
to me including my traveling to and from or while on the property of SWIR, which include the following entities or persons: SWIR and/or their directors,  
officers, employees, representatives, any person on the SWIR property and their agents and the owner of the real property;

(B) I agree to HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this agreement including section (A) from any  
and all causes that could be made as a result of participation in work activity.

**(C) INDEMNIFICATION To the fullest extent permitted by law, I agree to indemnify and save SWIR, its directors, officers, employees, representatives, any person on the SWIR property and their agents harmless from claims for death or injury to persons, including SWIR's employees, of loss, damage or injury to property, including the equipment or material that I am working on, arising in any manner directly or indirectly out of my work. My duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. This restriction on indemnity shall not affect the validity of any insurance Agreement, workers' compensation agreement or other agreement issued by an admitted insurer. This does not preclude SWIR from requiring indemnification for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than myself, whether or not I'm partially negligent. The Employee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this Agreement, including any provision or paragraph concerning procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this Agreement shall stand. Furthermore, as part of my additional obligations hereunder, I shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the property, and costs of testing of property, whether or not initiated by the SWIR, SWIR's insurance carriers or SWIR's third party adjusters into any accident of any kind, when such accident, or occurrence happens.**

(D) INSURANCE I agree to purchase the following insurance coverages in the event that my employer did not purchase the required insurance prior to  
my accessing the property: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000,  
whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property  
damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance  
in the amount of at least \$5,000,000 and all primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all  
of SWIR's insurance policies; d) WAIVER OF SUBROGATION/LIEN. Customer hereby agrees to waive any and all rights of subrogation and any and  
all lien rights which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights arising from workers  
compensation/employer's liability policies or other employee benefit programs or acts, commercial general liability policies, or any other loss incurred by  
the Customer, or any other party, as a result of bodily injury or property damage. The Customer understand that this waiver shall bind its insurers of all  
levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to  
this Contract.; e) all policies are to be written by insurance companies acceptable to the SWIR; f) SWIR and all affiliated partnerships, joint ventures,  
corporations and anyone else who SWIR is required to name as an additional insured by Agreement, are to be included as additional insured on all  
liability insurance policies, including excess/umbrella policies (ISO Form : CG 2001 04 13, CG 20 10 04 13, CG 20 28 07 04, CG 20 34 03 97, CG 20  
26 04 13, CG 25 03 03 97, and CG 24 04 05 09; must be used), SWIR shall be named as the primary Loss Payee on all insurance policies, and the  
employer shall provide all insurance certificates to SWIR when requested; g) all policies shall be endorsed to require the insurer to give thirty (30) days  
advance notice to all insured's prior to cancellation; h) all of SWIR's policies, and the policies of anyone SWIR is required to insure are excess over all  
of the employer's policies. In the event of loss, proceeds of property damage insurance on the property or equipment shall be first made payable to  
SWIR. My agreement to indemnify and hold SWIR harmless from any liability, damage and loss are in addition to, and not an alternative to, these  
insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent  
that I may perform under this agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the  
SWIR's right to maintain any breach of Agreement action against me or my employer. I hereby agree to waive any and all rights of subrogation and any  
and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial  
general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien  
rights. I understand that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any  
necessary endorsements added to the insurance policies applicable to this Agreement.



**CERTIFICATE HOLDER AND ADDITIONAL INSURED:**  
Email to: Insurance@swirusa1.com

**H.K.B., Inc. dba Southwest Industrial Rigging**  
4705 South 35<sup>th</sup> Avenue - Phoenix, AZ 85041

I acknowledge that SWIR and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any person or entity conducting any activity on the SWIR property.

I acknowledge that my activities may involve a test of a person's physical and mental limits that any activity performed at the SWIR property carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, activities of other people located on the SWIR property, equipment, and vehicular traffic including, but not limited to activities caused by directors, officers, employees, representatives, or any person on the SWIR property and their agents.

I hereby consent to receive medical treatment which may be deemed advisable in the event of any injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed or videotaped, and I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by SWIR.

This Accident Waiver, Indemnity & Insurance Agreement, and Release of Liability Form shall be construed very broadly to provide indemnity, a release, a no sue clause, an insurance clause and waiver to the maximum extent permissible under applicable law. This Accident Waiver, Indemnity & Insurance Agreement, and Release of Liability Form shall be construed in accordance with the laws of the state of Arizona only.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS AN EMPLOYEE ACCIDENT WAIVER, INDEMNITY & INSURANCE, AND RELEASE OF LIABILITY AGREEMENT AND THAT I SIGN IT OF MY OWN FREE WILL.

_____	_____	_____	_____
Employee Authorized Signature	Date	Name (Please print legibly.)	Age
<i>Paulett Baker</i>			

\_\_\_\_\_

SWIR Authorized Signature - Paulett Baker - President