



_____ (hereafter referred to as "Employer" or "My" or "We") of Address _____, City, _____ State, _____ Zip, _____, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY AND ALL ACTIVITIES

ASSOCIATED WITH THE PERFORMANCE OF ANY ACTIVITIES AND/OR ANY AND ALL WORK at H.K.B., Inc., dba as Southwest Industrial Rigging (hereafter referred to as "SWIR") 4705 South 35th 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 or used by My employees, independent contractors or anyone else (hereafter all referred to as "Employees").

In consideration of SWIR's permitting My Employees access to SWIR's property, I hereby take action for My Company and My employees:

(A) As the Employer We 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 any death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to My employees, while on the property of SWIR, which include the following entities or persons: SWIR and/or their directors, officers, employees, representatives, or any person on the SWIR property and their agents and the owner of the real property;

(B) We 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 any activity at the property.

(C) **INDEMNIFICATION - To the fullest extent permitted by law, We 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 We are working on, or arising in any manner directly or indirectly out of the Employer's work. This indemnity shall not affect the validity of any insurance Agreement, workers' compensation agreement or other agreement issued by an 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 the Employer, whether or not the Employer is partially negligent. The Employer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for SWIR 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 Employer's additional obligations and Indemnification obligations hereunder, Employer 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 & costs, costs of storage and down time for inability to use the property, whether or not initiated by 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** We agree to purchase the following insurance prior to My employees 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 We 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 Employer. We 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: H.K.B., Inc. dba Southwest Industrial Rigging
Email to: Insurance@swirusa1.com 4705 South 35th Avenue - Phoenix, AZ 85041

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 permitted. This Accident Waiver, Indemnity & Insurance Agreement, and Release of Liability Form shall be construed in accordance with the laws of the state of Arizona.

WE CERTIFY THAT WE HAVE READ THIS DOCUMENT AND WE FULLY UNDERSTAND ITS CONTENT. WE ARE AWARE THAT THIS IS THE EMPLOYERS ACCIDENT WAIVER, INDEMNITY & INSURANCE AND RELEASE OF LIABILITY AGREEMENT AND THAT WE SIGN OF OUR OWN FREE WILL.

Employer Authorized Signature Name Printed Date Employer Company Name
Paulett Baker

SWIR Authorized Signature - Paulett Baker - President