



DANIELLE SHEEN, EXECUTIVE DIRECTOR

## Equipment Use Waiver and Indemnification Agreement-User

In consideration for 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"), I, \_\_\_\_\_ ("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 me, or to any property belonging to me 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.

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

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my use of the Equipment, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES or otherwise.

I further hereby acknowledge that I have the right to examine the Equipment prior to my use of it and assume full responsibility for ensuring that the Equipment is in good working order. I assume full responsibility for the use of appropriate personal protective equipment in using the Equipment, and I agree that the University is not responsible for providing any such equipment to me.

I further hereby acknowledge that my activities in using the Equipment are in my capacity as an [independent contractor][employee of [INSERT COMPANY NAME]] and that I am not employed by the University. I acknowledge that, in the event of any injury, including even death, WORKERS COMPENSATION FROM THE UNIVERSITY WILL NOT APPLY.

It is my express intent that this Equipment Use Waiver and Indemnification Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the Releasees. I hereby further agree 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, I ACKNOWLEDGE AND REPRESENT THAT (1) I HAVE READ THE FOREGOING EQUIPMENT USE WAIVER AND INDEMNIFICATION AGREEMENT IN ITS ENTIRETY; (2) I understand it and sign it voluntarily as my own free act and deed; (3) no oral representations, statements or inducements apart from the foregoing written agreement have been made; (4) I am at least eighteen (18) years of age; and (5) I execute this Equipment Use Waiver and Indemnification Agreement for full, adequate and complete consideration fully intending to be bound by same.

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

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