



**EQUIPMENT  
WAIVER OF INDEMNITY and HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ (“User”)  
(Name of Company)

Make/Model/Type (Equipment): \_\_\_\_\_

User, in consideration of Foushée allowing the user reasonable access to use this equipment hereby releases Foushée and Associates Company, Inc. from all liability for damages for bodily injury and/or property damage that results from the user’s use and access of said equipment for the purpose of building construction and its related activities that occur at:

\_\_\_\_\_ Foushée Job No. \_\_\_\_\_  
(Name of project)

Address: \_\_\_\_\_

User, in consideration of Foushée allowing the user to have access to operate and use the equipment, agrees to defend, indemnify, and hold Foushée harmless from any and all claims, responsibility or liability, and cost, including but not limited to personnel cost, attorney’s fees, court cost, expert witness cost and all other related expenses reasonably incurred by Foushée for any losses, fines, penalties, property damage, personal injury, and/or death, or any and all other cost and damages of any kind arising out of or related to the User’s access or use of the equipment, including but not limited to, claims alleging (a) defects or inadequacies of any equipment and/or components, (b) negligent or deficient maintenance of the equipment, (c) improper use, (d) improper or inadequate supervision, or (e) failure to comply with local, state or federal laws or regulations.

User agrees, before anyone on their behalf is permitted access to the equipment, to ensure that all employees are properly trained as required by local, state or federal laws or regulations. The *Training* shall be by a qualified person, in the safe and legal use of the equipment as defined in 29 CFR 1910, 29 CFR 1926, WAC 296, ANSI or ASME regulations. User shall assign a *Competent Person* as required in 29 CFR 1910, 29 CFR 1926, WAC 296, ANSI or ASME regulations to inspect the equipment prior to its use and supervise its use.

By signing this agreement, the undersigned hereby acknowledges all of the above conditions and that they have the authority to sign this document.

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_