



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

_____ (“User”)
(Name of Company)

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 scaffolds to ensure that all employees are properly trained as required in WAC 296-874-20072, ANSI/ASSE requirements. “Training” by a qualified person, in the safe and legal use of the scaffolds as defined in WAC 296-874. User shall have implemented a written fall protection safety plan, performed a site-specific hazard analysis and assign a “Competent Person” as required in WAC 296-874-20034 to inspect the scaffolds before each work shift, and supervise its use. Scaffold inspections shall be made available and provided to Foushée upon request.

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: _____
