



**ACCIDENT WAIVER, INDEMNITY & INSURANCE AGREEMENT,
AND RELEASE OF LIABILITY FORM FOR AN INDIVIDUAL**

I _____ an EMPLOYEE OR INDEPENDENT CONTRACTOR (hereafter referred to as “employee”) 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 for Jack Pedowitz Enterprises, Inc., Pedowitz Machinery Movers of New Jersey, Inc., Pedowitz Machinery Movers of Florida, Inc., Pedowitz Machinery Movers of Connecticut, Inc., Pedowitz Machinery Movers of The Carolina’s, Jack Pedowitz Machinery Movers, Pedowitz Machinery Movers, Pedowitz Logistics, Ltd, Pedowitz Machinery Movers, LLC, located at, 1765 Expressway Drive N, Hauppauge, NY, 11788, 1 Kullman Corp. Campus Dr, 42 Cherry Street, Lebanon, NJ 08833, 9080 Northfield Dr. Fort Mills, SC 29707, 1650 NW 33 Rd. St. Pompano Beach, FL 33064, 571 Plains Rd (Part of 557 Plains Rd), Milford, CT 06461, 557 Plains Road, Milford, CT 06461, 3316 US Hwy 301 N Wilson, NC 27893 (hereafter referred to as “ PEDOWITZ”), including at the above locations and/or any PEDOWITZ work site and/or any other location set forth herein _____ (hereinafter 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 PEDOWITZ, their directors, officers, employees, representatives, agents and assigns as part of their risk management program.

In consideration of my application and PEDOWITZ’s permitting me to access PEDOWITZ’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 PEDOWITZ, which include the following entities or persons: PEDOWITZ and/or their directors, officers, employees, representatives, any person on the PEDOWITZ property and their agents;
- (B) I agree to HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this agreement including as in 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 PEDOWITZ, its directors, officers, employees, representatives, any person on the PEDOWITZ property and their agents harmless from claims for death or injury to persons, including PEDOWITZ’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 contract, workers' compensation agreement or other agreement issued by an admitted insurer. This does not preclude PEDOWITZ 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 am 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 contract, including any provision or paragraph concerning procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract 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 PEDOWITZ, PEDOWITZ's insurance carriers or PEDOWITZ'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:
- 1) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater;
 - 2) 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;
 - 3) 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 PEDOWITZ's insurance policies;
 - 4) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full value of the property and all items located on or adjacent to the property from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God;
 - 5) all policies are to be written by insurance companies acceptable to PEDOWITZ;
 - 6) PEDOWITZ and all affiliated partnerships, joint ventures, corporations and anyone else who PEDOWITZ is required to name as an additional insured by contract, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04 and CG 20 34 03 97 must be used), PEDOWITZ shall be named as the primary Loss Payee on all insurance policies, and the employer shall provide all insurance certificates to PEDOWITZ when requested; and,
 - 7) 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 PEDOWITZ's policies, and the policies of anyone PEDOWITZ 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 PEDOWITZ. My agreement to indemnify and hold PEDOWITZ 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 PEDOWITZ's right to maintain any breach of contract 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.

I acknowledge that PEDOWITZ 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 PEDOWITZ property.

I acknowledge that my activities may involve a test of a person's physical and mental limits that that any activity performed at the PEDOWITZ 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 PEDOWITZ property, equipment, and vehicular traffic including, but not limited to activities caused by directors, officers, employees, representatives, or any person on the PEDOWITZ 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 PEDOWITZ.

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 New York only.

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

_____ Signature	_____ Name (Please Print Legibly)	_____ Age	_____ Date
_____ Pedowitz Entity Referenced Above			_____ Date