

## WAIVER AND RELEASE OF LIABILITY AGREEMENT

Contractor: \_\_\_\_\_

Dear Contractor:

If you are the proprietor, officer or partner of a small business ("Owner") and do not purchase Workers Compensation insurance because you have no employees, then you **MUST** read and sign below in order to be allowed to perform work or services for the owner of on any property managed by FPI Management, Inc..

The legal requirements regarding the purchase of Workers Compensation insurance are different in each state. In many states, owners and executive officers may elect to be covered by Workers Compensation, and we recommend that you do so. In any case, you should carefully review your operational and legal requirements in the context of the specific state applicable to you.

### **Owner's Statement:**

By signing below, I, \_\_\_\_\_ the Owner of \_\_\_\_\_, declare under penalty of perjury that my business is exempt from carrying Workers Compensation insurance in the state of California because I do not have any employees as that term is defined by the statutes, regulations and laws applicable to Workers' Compensation in the state of \_\_\_\_\_. All of the work performed in my business is performed by the proprietor, owners, partners or executive officers. I have elected not to cover the proprietor, owners, partners or executive officers with Workers' Compensation insurance. This decision is made in full compliance with the Workers' Compensation laws and regulations of the state of \_\_\_\_\_.

If, at a later date, I should hire any employee(s) in my business I fully understand that I must abide by the laws and regulations of the state of California regarding Workers' Compensation insurance covering my employees and will provide \_\_\_\_\_ with a certificate of insurance evidencing such Workers' Compensation coverage. Should I fail to secure Workers' Compensation coverage as required by the state of \_\_\_\_\_, I will defend and indemnify \_\_\_\_\_, including its property management company and its employees, for any damage, injury or loss resulting from my failure to obtain or maintain such insurance.

I understand and agree that I am an independent contractor and not an employee of \_\_\_\_\_, or its property management company, and that I am responsible for my own insurance coverage in the event of any injury that may result from my work on the Project, including bodily injury, personal injury, property damage, illness, death or any other claim that may result from my work at the Project. I further understand and agree that if I suffer any injury, illness, damage, or loss while working on this Project, I will not be covered for such injury under any Workers Compensation insurance policies that \_\_\_\_\_ or its property management company may have.

### **Waiver and Release:**

On behalf of myself and my heirs, next of kin, representatives, executors, administrators and assigns, I **hereby release, waive, discharge and promise not to sue** \_\_\_\_\_ and/or its property management company, including their successors, assigns, officers, shareholders, directors, partners, joint venturers, members, agents and employees, from any and all liability, claims, suits and demands of any kind, either in law or in equity, which arise or may hereafter arise from and/or in connection with my work at the Project, **including but not limited to those arising from or in connection with the negligence, including active negligence and passive negligence, of** \_\_\_\_\_ 's, **its property management company, their agents and/or employees,**

resulting in any injury and/or damages to me, including but not limited to physical injury, psychological injury (including paralysis and death), illness, property damage, pain and suffering, economic injury, emotional injury and/or any other damage (“Claims”).

I am aware of the risks associated with my work on the Project, which include physical injury, psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic loss, emotional loss, death and/or property damage. I understand that these injuries, damages, losses, Claims or outcomes may arise from my own or other’s actions, inaction and/or negligence (both active negligence and passive negligence); conditions at the Project location; and/or conditions related to my work at the Project. **Nonetheless, I assume all related risks, both known or unknown to me, arising from or in connection with my work at the Project, including travel to, from and during the Project.**

I agree to defend, indemnify and hold \_\_\_\_\_ and its property management company, including their agents and employees, from any and all claims, including attorney’s fees or damage to my personal property, that may occur as a result of my work at the Project, including travel to, from and during the Project. If \_\_\_\_\_ and/or its property management company incurs any of these types of expenses, I agree to be legally responsible for the full amount of such expenses. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older and understand the legal consequences of signing this document, including (a) waiving and releasing \_\_\_\_\_ and its property management company from all liability, (b) promising not to sue \_\_\_\_\_ or its property management company, (c) agreeing to indemnify \_\_\_\_\_ and its property management company, and (d) assuming all risks arising from and/or in connection with my work at the Project, including travel to, from and during the Project.

I understand and intend that this document is written to be as broad and inclusive as legally permitted by the state of \_\_\_\_\_. I agree that in the event this any provision, or part of any provision, conflicts with any existing law or public policy, then I desire that the offending provision, or part thereof, be modified consistent with the law to allow for the broadest possible release of liability by myself and in favor of \_\_\_\_\_ and to allow the maximum allowable indemnification of \_\_\_\_\_ and its property management company by me. In any action, including a declaratory relief action, the court or arbitrator are empowered to strike any provision, or portion thereof, that is inconsistent with the laws of the state of \_\_\_\_\_ so as to give full force and effect to my desire to release from liability and indemnify \_\_\_\_\_ and its property management company to the fullest extent allowed under the law of the state of \_\_\_\_\_.

I have read, understood and agree to the terms of this document, which I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

\_\_\_\_\_  
Contractor's COMPANY Name

\_\_\_\_\_  
Name of Proprietor, Partner, or Owner

\_\_\_\_\_  
Signature of Proprietor, Partner, or Owner

\_\_\_\_\_  
Date