



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

This agreement is entered into by and between \_\_\_\_\_ (hereafter referred to as "employer") located at \_\_\_\_\_ and 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 Texas, Inc., Pedowitz Machinery Movers of North Carolina, Inc., Jack Pedowitz Machinery Movers, Pedowitz Machinery Movers, Pedowitz Logistics, Ltd, Pedowitz Machinery Movers, LLC, located at 524-526 Baltic Avenue, Brooklyn, NY 11217, 1550 Northwest 24th Ave, Pompano Beach, FL 33069, 260 Evans Way, Branchburg, NJ 08876, 1765 Expressway Drive N, Hauppauge, NY, 1 Kullman Corp. Campus Dr, 42 Cherry Street, Lebanon, NJ 08833, 571 Plans Rd (Part of 557 Plains Rd), Milford, CT 06461, 557 Plains Road, Milford, CT 06461, 5410 NW 12th Avenue, Fort Lauderdale, FL 33309, 363 Naugatuck Avenue, Milford, CT 06460, 13991 Henry Harris Rd, Conroe, TX 77306, 1841 N Powerline Rd, Pompano Beach, FL 33069, 3316 US Hwy 301 N Wilson, NC 27893 (hereafter referred to as "PEDOWITZ"), including the above locations and/or any PEDOWITZ work site and/or any other location set forth herein \_\_\_\_\_ (hereafter referred to as "location" or "property"). Employer is planning on having several employees and/or independent contractors performing work at the property of PEDOWITZ. The employer has asked PEDOWITZ to allow its employees and independent contractors (hereinafter all referred to as "employee") access to PEDOWITZ's property.

The EMPLOYER HEREBY ASSUMES ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE PERFORMANCE OF ANY ACTIVITIES AND/OR ANY AND ALL WORK at ANY OF THE ABOVE REFERENCE PEDOWITZ LOCATIONS. 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 the employer, or anyone else.

The employer certifies that each employee working at PEDOWITZ is physically fit and has sufficiently prepared for or has been trained for participation in the activity. The employer certifies that there are no health-related reasons or problems which preclude any employee's participation in this activity.

The employer acknowledges 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 the employer's application and PEDOWITZ's permitting the employer or employer's employees to access PEDOWITZ's property, the employer hereby takes the following action for ourselves, our executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) The employer WAIVES, RELEASES, AND DISCHARGES from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for any 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 Contracting, Inc. and/or their directors, officers, employees, representatives, any person on the PEDOWITZ property and their agents;

(B) The employer agrees to HOLD HARMLESS AND PROMISES NOT TO SUE the entities or persons mentioned in this agreement including section (A) from any and all causes that could be made as a result of participation in activity at the PEDOWITZ property.

(C) INDEMNIFICATION To the fullest extent permitted by law, the employer agrees 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 the employer is working on, arising in any manner directly or indirectly out of the employer's



work. The employer's 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. However, the employer shall not be required to indemnify or hold harmless PEDOWITZ against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the PEDOWITZ its agents or employees or indemnitees, whether such negligence be in whole or in part but only if the employer or employee of the employer is performing work pursuant to New York statute § 5-322.1. 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 PEDOWITZ, whether or not the employer is partially negligent. The employer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for PEDOWITZ 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, the employer 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 The employer agrees to purchase the following insurance coverages prior to any employee accesses the property: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) 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; c) 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; d) 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; e) all policies are to be written by insurance companies acceptable to the PEDOWITZ; f) PEDOWITZ and all affiliated partnerships, joint ventures, corporations and anyone else who PEDOWITZ is required to name as an additional insured, are to be included as an 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; g) 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. The employer's 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 the employer 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 the employer. The employer hereby agrees 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. The employer understands 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.



The employer acknowledges 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.

The employer acknowledges that any activities may involve a test of an employee'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.

The employer hereby consents and agrees that my employees may receive medical treatment which may be deemed advisable in the event of any injury, accident, and/or illness while on PEDOWITZ's property.

The employer understands while being present on PEDOWITZ's property that the employer's employees may be photographed or videotaped, and the employer agrees to allow photos, videos, 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.

THE EMPLOYER CERTIFIES THAT THE EMPLOYER HAS READ THIS DOCUMENT AND FULLY UNDERSTANDS ITS CONTENT. THE EMPLOYER IS AWARE THAT THIS IS A RELEASE OF LIABILITY, AN INDEMNITY AND AN INSURANCE CONTRACT THAT IT IS SIGNED AFTER RECEIVING ADVISE OF COUNSEL AND OF ITS OWN FREE WILL.

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Signature (Please print legibly.)	Date	Name	Age
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PEDOWITZ ENTITY REFERENCED ABOVE	Date
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