

USE OF CONSTRUCTION EQUIPMENT  
WAIVER AND INDEMNITY

This WAIVER AND INDEMNITY AGREEMENT made this \_\_\_\_ day of \_\_\_\_ 20\_\_ by and between Brock Services, LLC ("Brock") and \_\_\_\_\_ (the "User").

In consideration of the willingness of the Brock to allow User to use certain equipment, materials or scaffolding (the "EQUIPMENT"), and for as long as any Equipment is being used by User or its agents, User, through authorized representative below, warrants and agrees as follows:

1. To the extent permitted by Mississippi law, to assume complete responsibility for the use of the Equipment and shall reimburse Brock for any damage during User's use.
2. **To the extent permitted by Mississippi law, User shall release, defend, indemnify and hold harmless Brock, its parent, affiliates and subsidiaries, and directors, officers, employees and agents of such companies (collectively "Indemnified Party") against any bodily injury, property damage or personal and advertising injury loss, damage, claim, suit, liability, judgment, and expense (including but not limited to attorneys' fees, and other costs of litigation), and any lines, penalties, or assessments, arising out of injury, disease or death of persons or damage to or loss of any property or violation of the applicable law but only when caused by or arising out of the acts or omissions of the User, or anyone for whom User is directly or indirectly responsible. This indemnity obligation shall be applicable against User with respect to any Use by its parent, affiliates subsidiaries, subcontractors and agents, and each of their employees and agents or anyone for whom they are directly or indirectly responsible. indemnity obligation shall be Separate and apart from the indemnity obligation herein, User shall maintain Liability Coverage for attorney fees, damages, and injuries associated with User's access or use of the Scaffolding and shall name the Indemnified Party as an additional insured on the General Liability and Excess Policy or any other policy providing said Liability coverage.**
3. That User has inspected the Equipment prior to use and by its use, accepts the Equipment AS-IS and all risks relating thereto.
4. That Brock has made no express or implied warranty of any kind whatsoever with respect to the Equipment, including but not limited to: the merchantability of the Equipment or its fitness for any particular purpose; the design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship of the Equipment; compliance of the Equipment with the requirements of any law, rule, specification or contract pertaining to the Equipment; patent infringement; or latent defects.
5. To the extent permitted by Mississippi law, that the obligations of User under paragraphs 1 and 2 shall survive the termination of this Agreement.
6. That this Agreement is controlled by the laws of the State of Mississippi.

Company Name:

Brock Services, LLC

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_