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## WAIVER AND INDEMNIFICATION AGREEMENT

The undersigned, a duly authorized representative of the business entity identified below, has requested that certain equipment and/or material be unloaded or loaded, by the use of equipment owned, and sometimes operated, by Moyle Construction.

Therefore, in consideration of Moyle's willingness to unload or load materials at the request of an employee, representative, agent, or supplier of the undersigned entity, such entity does hereby agree to release, indemnify and hold Moyle Construction, it's employees, agents and representatives harmless from any and all claims, demands and lawsuits for property damage or personal injury of whatsoever kind or nature stemming from the condition or operation of said equipment, while being involved in the process of unloading or loading material and equipment owned by, being delivered to, or being supplied by, the undersigned, its employees, representatives, agents or suppliers. The undersigned does further acknowledge that Moyle Construction does not have any liability or other insurance that provides protection for such damage, injury or claims stemming there from.

|                    |                             |
|--------------------|-----------------------------|
| _____              | _____                       |
| Project Name       | Project Address             |
|                    | _____                       |
|                    | Subcontractor Business Name |
| _____              | _____                       |
| Witness Signature  | Subcontractor Signature     |
| _____              | _____                       |
| Print Witness Name | Print Subcontractor Name    |
|                    | _____                       |
|                    | Date                        |

This form, once signed, will be applicable for the length of the above named project.