

## Appendix B – Contractor Release of Liability and Acknowledgement Form

**CONTRACTOR RELEASE OF LIABILITY AND ACKNOWLEDGMENT (HELMER EQUIPMENT)**

This Release of Liability and Acknowledgment ("**Release**") is provided by \_\_\_\_\_ ("**Contractor**") for the benefit of Helmerinc.com, and its affiliates (collectively, "*Helmer Scientific*").

1. Helmer Scientific has retained Contractor to perform certain services. Contractor is required to provide all necessary equipment and tools to perform such services. If Helmer permits Contractor to use any tools or equipment owned, leased or otherwise provided by Helmer ("**Helmer Equipment**"), Contractors use is for Contractor's own convenience. Contractor has inspected, or will inspect, the Helmer Equipment prior to use to determine, in Contractor's sole discretion, if the Helmer Equipment is fit to use for Contractor's intended purpose.
2. Contractor (A) shall ensure that personnel operating Helmer Equipment on behalf of Contractor are properly trained, evaluated and certified to operate the Helmer Equipment as required by applicable law or regulation prior to the use of any Helmer Equipment, (B) shall upon request by Helmer provide written evidence of such training, evaluation and certification, (C) shall cause such personnel operating Helmer Equipment on behalf of Contractor to operate it in accordance with applicable law, regulations and site specific restrictions and (D) shall not make any modifications or repairs to the Helmer Equipment.
3. ALL HELMER EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. HELMER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR AND CONTRACTORS EMPLOYEES, AGENTS OR SUBCONTRACTORS' USE OF HELMER EQUIPMENT IS ENTIRELY AT CONTRACTORS AND SUCH EMPLOYEES, AGENTS OR SUBCONTRACTORS' OWN RISK.
4. Contractor shall defend, indemnify and hold harmless Helmer and its directors, officers, employees, agents, successors and assigns ("**Helmer Indemnified Parties**") from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys' fees incurred and those necessary to successfully establish the right to indemnification) arising from, any acts or omissions of Contractor (collectively, "*Claim?*"), including any bodily injury or death of any person related to Contractor's performance of services for Helmer. In connection with any action to enforce Contractor's obligations under this section with respect to any Claim arising out of any bodily injury (including death) to any person directly or indirectly employed by Contractor, Contractor waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws and assumes liability for such claim.
5. Contractor releases any and all claims, losses, and liabilities — including claims for negligence — against any Helmer Indemnified Party arising out of or connected in any manner with the Helmer Equipment.
6. Contractor assumes all liability, and will compensate Helmer, for any damage caused by the Helmer Equipment during use of the Helmer Equipment by Contractor. If Helmer presents Contractor with any written claim for such damage, Contractor will pay such claim within 30 days.
7. This Release supplements any obligations of Contractor to Helmer under any other agreement between Contractor and Helmer. This Release constitutes the complete and final agreement of the parties pertaining to the provisions hereof and supersedes the parties' prior agreements, understandings and discussions relating the provisions of this Release. No modification of this Release is binding unless it is in writing and signed by Helmer and Contractor.
8. If any provision of this Release is determined by any court or governmental authority to be unenforceable, Contractor intends that this Release be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
9. Contractor acknowledges it has read this Release and free and voluntarily signs it as a condition to use of Helmer Equipment.

10. This Release is governed by Indiana law, excluding its conflicts of law rules. Contractor irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Noblesville, Hamilton County, Indiana, for any dispute arising out of this Release, and waives all objections to jurisdiction and venue of such courts.

Contracted Company: \_\_\_\_\_

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

Date: \_\_\_\_\_