

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

The Project: \_\_\_\_\_

RELEASE AND INDEMNITY AGREEMENT REGARDING THE USE OF SCAFFOLDING AND/OR  
LIFTS

In order to facilitate this construction project and in consideration of allowing employees of the Undersigned access to the use of Cherry Hill Glass Co., Inc. (hereafter "CHG") scaffolding and/or lifts, the Undersigned agrees as follows:

The Undersigned acknowledges that the use of scaffolding and/or lifts is inherently dangerous and subject to regulation by local, state and federal government.

The Undersigned at its own expense will conform to the basic safety policy by complying with all specific safety requirements promulgated by any and all government bodies or authorities, including but not limited to, the requirements of the Occupational Safety and Health Act of 1970 as amended and the Construction Safety Act of 1969 as amended and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer such acts - The Undersigned generally, and in particular with respect to its portion of the work on the scaffolding and/or lifts, shall comply with said requirements, standards and regulations and require and be directly responsible for compliance therewith by all of its agents, employees, materialmen and subcontractors. The Undersigned agrees to receive, respond to, defend and be entirely responsible for all citations, assessments, fines, penalties and all liabilities of any kind that may be incurred by reason of the failure to comply with all such safety requirements by the User and/or its agents, employees, materialmen and subcontractors, and the Undersigned shall indemnify and hold harmless CHG, the general contractor \_\_\_\_\_ (hereafter the "general contractor" and the building owner \_\_\_\_\_ (hereafter the "owner") from all such resulting claims or liabilities.

The Undersigned agrees to have a competent person on site at all times who is familiar with all OSHA regulations pertaining to the particular job, who will guarantee full compliance with all applicable OSHA and other regulations, which apply to the particular project at hand. Furthermore, should the Undersigned be allowed to use any scaffolding and/or lifts, or facilities, manned or unmanned, gratuitously or otherwise, which are owned, leased or rented by CHG, such use is subject to the following conditions: the Undersigned agrees that the scaffolding and/or lifts, and all persons using such scaffolding and/or lifts are under the Undersigned's exclusive jurisdiction, supervision and control; and, the Undersigned agrees to indemnify and save harmless CHG, the general contractor, the owner and their employees and agents from all claims for death or injury to persons and damage to property, made by anyone or any entity, including CHG and its employees, and from all loss, damage or injury to property, including the scaffolding and/or lifts or facilities. The Undersigned's duty to indemnify and hold harmless CHG, the general contractor and the owner hereunder shall include all court and/or arbitration costs, filing fees, attorney fees and costs of settlement.

The Undersigned for itself, its employees, agents, servants and anyone else granted access to the scaffolding and/or lifts by the Undersigned hereby releases CHG, the general contractor and the owner from any and all liability they may have or will have as a result of "the use of the scaffolding and/or lifts to the Undersigned, its employees, agents, servants and anyone else granted access to the scaffolding and/or lifts by the Undersigned, as a result of any negligence of CHG, the general contractor or the owner relating in any way to the scaffolding and/or lifts or its use.

The Undersigned hereby agrees that they shall insure that no person or entity shall have access to the scaffolding and/or lifts unless they shall have first signed a duplicate of this agreement, shall have been approved for access by CHG, and shall first have been trained by a qualified person under OSHA regulations including CFR 1926.454.

The Undersigned warrants that they have full authority to sign this agreement on behalf of the company and that their signature shall fully bind the company to the agreement.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title and Date

\_\_\_\_\_  
Printed Name

Witness: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name