

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Contractor: _____

If you are the proprietor, officer or partner of a small business (“Owner”) and do not purchase Workers Compensation insurance because you have no employees, then you MUST read and sign below in order to be allowed to perform work or services for the owner of on any property repairs managed by Genstone Construction, LLC . The legal requirements regarding the purchase of Workers Compensation insurance are different in each state. In many states, owners and executive officers may elect to be covered by Workers Compensation, and we recommend that you do so. In any case, you should carefully review your operational and legal requirements in the context of the specific state applicable to you.

Owner’s Statement:

By signing below, I, _____ the Owner of _____, declare under penalty of perjury that my business is exempt from carrying Workers Compensation insurance in the state of _____ because I do not have any employees as that term is defined by the statutes, regulations and laws applicable to Workers’ Compensation in the state of _____.

All of the work performed in my business is performed by the proprietor, owners, partners or executive officers. I have elected not to cover the proprietor, owners, partners or executive officers with Workers’ Compensation insurance. This decision is made in full compliance with the Workers’ Compensation laws and regulations of the state of _____. If, at a later date, I should hire any employee(s) in my business I fully understand that I must abide by the laws and regulations of the state of _____ regarding Workers’ Compensation insurance covering my employees and will provide Genstone Construction, LLC with a certificate of insurance evidencing such Workers’ Compensation coverage. Should I fail to secure Workers’ Compensation coverage as required by the state of _____, I will defend and indemnify Genstone Construction, LLC and its affiliates, employees, for any damage, injury or loss resulting from my failure to obtain or maintain such insurance.

I understand and agree that I am an independent contractor and not an employee of Genstone Construction, LLC, and that I am responsible for my own insurance coverage in the event of any injury that may result from my work on the Project, including bodily injury, personal injury, property damage, illness, death or any other claim that may result from my work at the Project. I further understand and agree that if I suffer any injury, illness, damage, or loss while working on this Project, I will not be covered for such injury under any Workers Compensation insurance policies that Genstone Construction, LLC or its affiliates may have.

Waiver and Release: On behalf of myself and my heirs, next of kin, representatives, executors, administrators and assigns, I hereby release, waive, discharge and promise not to sue Genstone Construction, LLC, their agents and/or employees, resulting in any injury and/or damages to me, including but not limited to physical injury, psychological injury (including paralysis and death), illness, property damage, pain and suffering, economic injury, emotional injury and/or any other damage (“Claims”).

I am aware of the risks associated with my work on the Project, which include physical injury, psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic loss, emotional loss, death and/or property damage. I understand that these injuries, damages, losses, Claims or outcomes may arise from my own or other’s actions, inaction and/or negligence (both active negligence and passive negligence); conditions at the Project location; and/or conditions related to my work at the Project. Nonetheless, I assume all related risks, both known or unknown to me, arising from or in connection with my work at the Project, including travel to, from and during the Project.

I agree to defend, indemnify and hold Genstone Construction, LLC including their agents and employees, from any and all claims, including attorney’s fees or damage to my personal property that may occur as a result of my work at the Project, including travel to, from and during the Project. If Genstone Construction, LLC and/or its affiliates incurs any of these types of expenses, I agree to be legally responsible for the full amount of such expenses. If I need medical treatment, I agree to be

financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older and understand the legal consequences of signing this document, including (a) waiving and releasing Genstone Construction, LLC from all liability, (b) promising not to sue Genstone Construction LLC or its affiliates, (c) agreeing to indemnify Genstone Construction, LLC . and its affiliates, and (d) assuming all risks arising from and/or in connection with my work at the Project, including travel to, from and during the Project. I understand and intend that this document is written to be as broad and inclusive as legally permitted by the state of _____. I agree that in the event this any provision, or part of any provision, conflicts with any existing law or public policy, then I desire that the offending provision, or part thereof, be modified consistent with the law to allow for the broadest possible release of liability by myself and in favor of Genstone Construction, LLC and to allow the maximum allowable indemnification of Genstone Construction, LLC and its affiliates. In any action, including a declaratory relief action, the court or arbitrator are empowered to strike any provision, or portion thereof, that is inconsistent with the laws of the state of _____ so as to give full force and effect to my desire to release from liability and indemnify Genstone Construction, LLC and its affiliates.

I have read, understood and agree to the terms of this document, which I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

_____ Contractor's COMPANY Name

_____ Name of Proprietor, Partner, or Owner

_____ Signature of Proprietor, Partner, or Owner

_____ Date