

Since we are your insurance brokers and not your attorneys, we strongly recommend that you have your Corporate Attorney review our suggested templates to be certain that they are properly written and legally acceptable/enforceable.

COVID-19: Waiver, Release and Indemnification Agreement - Contractor

WHEREAS, [CLIENT] ("Contractor") is a [general contractor/subcontractor] that has been engaged by [Name of Owner/General Contractor/Construction Manager/Subcontractor] to perform certain work, labor, services and/or provide certain materials (the "Work") for the [Name of Project] Project ("Project") located at [Address of Project] ("Premises"); and

WHEREAS, Contractor hired [Name of Subcontractor/Vendor/Supplier] as a subcontractor, supplier, or vendor ("Indemnitor") to provide all or a portion of the Work on the Project; and

WHEREAS, the novel coronavirus ("COVID-19"), declared a pandemic by the World Health Organization (WHO) on March 11, 2020, has infected millions of individuals both in the United States and across the globe and Contractor and [Name of Owner/General Contractor/Construction Manager/Subcontractor who retained Organization] are taking steps to mitigate the spread of COVID-19 on the Project by following the guidance issued by the Centers for Disease Control and/or the Occupational Safety and Health Administration;

WHEREAS, notwithstanding these precautions, neither Contractor nor [Name of Owner/General Contractor/Construction Manager/Subcontractor who retained Organization] will ever be able to eliminate the risk that COVID-19 may be present at the Premises. Therefore, Contractor and [Name of Owner/General Contractor/Construction Manager/Subcontractor who retained Organization] must protect themselves from liability for personal injuries and illnesses sustained or contracted, by any person entering its Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to, the continued entry onto the Premises of the Project, Indemnitor, on behalf of itself and its own subcontractors, suppliers, and vendors of every tier, hereby agrees as follows:

1. Indemnitor assumes all risks and hazards related to COVID-19 arising from or related to the entry of its employees onto the Premises;
2. Indemnitor represents that it will implement and enforce employee compliance with all site safety policies and procedures related to COVID-19 for the Project, and further understands that it is solely responsible for the health and safety of its employees performing work at the Premises;
3. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNITOR KNOWINGLY, VOLUNTARILY AND EXPRESSLY RELEASES CONTRACTOR AND THE [OWNER, CONTRACTOR, CONSTRUCTION MANAGER] AND ITS SUBCONTRACTORS OF ANY TIER, AND ANY AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PERSONAL REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, RIGHTS, DAMAGES, LOSSES, EXPENSES OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER ("CLAIMS") WHICH INDEMNITOR HAS NOW OR MAY IN THE FUTURE HAVE IN CONNECTION WITH THE EXPOSURE, INFECTION AND/OR SPREAD OF COVID-19 IN ANY WAY ARISING FROM THEIR PRESENCE ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS FOR ANY BODILY INJURY, INCLUDING DEATH, WHICH INDEMNITOR'S EMPLOYEES MAY SUFFER OR SUSTAIN AS A CONSEQUENCE OF EXPOSURE TO COVID-19 VIRUS, AND ANY AND ALL SUCH CLAIMS ARE HEREBY UNCONDITIONALLY WAIVED; and
4. To the fullest extent permitted by law, Indemnitor agrees to indemnify, defend and hold

harmless the Released Parties from and against any and all liability for loss, damage, expense for which the Released Parties may be held liable or incur by reason of injury or harm (including death) to any person (including Indemnitor's employees), arising out of or in any way related to the actual or alleged exposure, infection and/or spread of COVID-19 and Indemnitor's presence on the Premises, even for and if caused in whole or in part by the acts, omissions, negligence and/or strict liability of Contractor and/or its employees.

The foregoing are in addition to, and not in substitution for, any and all other provisions and obligations set forth in the Agreement, Purchase Order, or other contract with Contractor regarding Work on the Project and shall survive the termination of any such contract and/or the completion of Indemnitor's Work.

IN WITNESS WHEREOF, Indemnitor has caused this Waiver, Release and Indemnification Agreement to be executed and delivered as of the date listed below.

[Name of Subcontractor/Vendor/Supplier]

Signature

Name

Title

Date