

**AGREEMENT, RELEASE AND INDEMNIFICATION IN CONNECTION WITH**  
**USE OF EQUIPMENT**

In consideration of being permitted by The Whiting-Turner Contracting Company ("Whiting-Turner") to use Rough Terrain Forklift as described below,  
\_\_\_\_ Contractor") hereby agrees as follows:

1. Contractor hereby acknowledges that it has been permitted by Whiting-Turner to use the following equipment [Rough Terrain Forklift] ("Equipment") which will be operated by Contractor located at \_\_\_\_\_ in connection with the Grady Hospital project ("the Project"). Contractor hereby warrants and represents that it is properly trained, skilled and knowledgeable in connection with the use and safe operation of such Equipment.

2. Contractor hereby acknowledges that there are risks and dangers, both known and unknown, in connection with its use and operation of the Equipment which Whiting-Turner has permitted it to use, and Contractor hereby assumes the risk of personal injury (including death) and property damage arising, in whole or in part, out of its use of any such Equipment except to the extent that such personal injury (including death) or property damage is caused by the sole negligence or willful act or omission of Whiting-Turner, its directors, officers, agents or employees.

3. Contractor hereby agrees to follow all applicable manufacturer's directions and regulations, and federal, state, and local laws and regulations regarding the use of such Equipment, including but not limited to rigging, and to follow all safety standards and requirements in connection with its use of the Equipment permitted hereunder.

4. Contractor hereby exempts and releases Whiting -Turner and the Owner and their respective directors, officers, agents and employees (the "Released Parties") from any and all claims for personal injury (including death) and/or property damage arising out of or relating in any way to its use of the Equipment, except to the extent that such personal injury (including death) and/or property damage is caused solely by the negligence or willful act or omission of the Released Parties.

5. To the fullest extent permitted by applicable law, Contractor hereby agrees to defend, indemnify and hold harmless Whiting-Turner and Owner and their respective directors, officers, agents, insurers, sureties and employees (the "Indemnified Parties") from and against any and all claims, damages, liabilities, and/or expenses (including attorneys' fees) which the Indemnified Parties may sustain, incur, or be required to pay, arising, in whole or in part, out of or related in any way to Contractor's use of the Equipment, except if such claims, damages, liabilities and/or expenses (including attorneys' fees) have been

caused solely by the negligence or willful act or omission of the Indemnified Parties.

6. This Agreement, Release and Indemnification shall apply and shall be enforceable to the fullest extent permitted by applicable law; and if any provision of this Agreement, Release and Indemnification is held

or deemed to be unenforceable or void, the remaining provisions shall nevertheless continue in full force and

effect.

7. Contractor understands and hereby acknowledges that neither WT nor its directors, officers, employees, representatives or agents make any representation or warranty regarding the condition of the Equipment and/or materials, or the safety of the activities, use and/or operation by Contractor contemplated

in this Agreement. Contractor agrees to not reconfigure, modify or alter the equipment in any way.

8. Contractor shall carry insurance as per the requirements of Exhibit A attached hereto and shall provide Whiting-Turner with endorsements and a certificate of insurance confirming same and identifying Whiting-Turner and the Project Owner as additional insureds prior to use or operation of the Equipment referenced herein.

#### AGREEMENT, RELEASE AND INDEMNIFICATION IN CONNECTION WITH USE OF EQUIPMENT

9. This Agreement, Release and Indemnification is signed under Seal and shall be governed by Maryland Law, without regard to conflicts of laws principles.

Contractor:

By:

Title:

---

Signature

Date: