

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT is executed this \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between, ERD Dumpster Rentals, LLC, an Indiana Limited Liability Company, located at 11902 Vandergrift Road, Indianapolis, IN 46239, hereinafter (“ERD”) and \_\_\_\_\_ located at \_\_\_\_\_ (“Renter”) collectively “Parties”.

PURPOSE AND DESCRIPTION. The parties have entered this **Waiver of Liability and Hold Harmless Agreement** for the purpose of leasing or renting dumpsters to Renter on property owned or leased to Renter. ERD leases to Renter and Renter leases from ERD, a \_\_\_\_\_ (“Dumpster”) to be placed/removed at \_\_\_\_\_ (“Property”). ERD and Renter have examined the location of the dumpster placement (“Premises”) and agree to the placement of the dumpster at or near the proposed location, provided that the Renter agrees to the following Waiver of Liability and Hold Harmless provisions as to ERD, their officers, servants, agents, or employees:

1. TERM. The term of the Waiver of Liability and Hold Harmless Agreement shall be in perpetuity.
2. CONSIDERATION. In consideration of ERD leasing/renting a dumpster to Renter at the location identified by Renter, the Renter hereby, Releases, Waives, Discharges, and Covenants not to Sue ERD for any loss, liability, claim, demand, actions and causes of actions, expense, including court costs and attorney’s fees for **damage to property** or injury to persons from any cause, including without limitation, ERD’s and ERD’s officers, servants, agents, or employees, active or passive acts, omissions, negligence in the drop off and pick up of the Dumpster, unless the Loss is directly caused by ERD’s fraud, willful injury or willful violation of law.
3. RELEASE OF LIABILITY AND INDEMNITY. ERD and ERD’s agents will have no responsibility to Renter or to any other person or entity for any loss, liability, claim, demand, actions and causes of actions, expense, including court costs and attorney’s fees for **damage to property** or injury to persons (“Loss”) from any cause, including without limitation, ERD’s and ERD’s officers, servants, agents, or employees, active or passive acts, omissions, negligence in the drop off and pick up of the Dumpster, unless the Loss is directly caused by ERD’s fraud, willful injury or willful violation of law. Renter shall indemnify and hold ERD and ERD’s Agents harmless from any loss including court costs and attorney’s fees.
4. APPLICABLE LAW. The laws of the state of Indiana shall govern the application and interpretation of this agreement, without regard to conflict of laws principles, and exclusive jurisdiction shall lie in Marion County, Indiana.

5. WAIVER. If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. A failure to enforce any provision shall not operate as a waiver in the future.
6. HEADINGS. Headings used in this Agreement are for the purpose of reference only and are not to be considered in construction or interpretation of this Agreement.
7. MISCELLANEOUS.
  - a. All of the provisions of this Waiver of Liability and Hold Harmless Agreement shall apply to, and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of all the parties hereto.
  - b. Time is of the essence.
  - c. If any provision of this Waiver of Liability and Hold Harmless Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Waiver of Liability and Hold Harmless Agreement.
8. NO WARRANTIES, ENTIRE AGREEMENT. ERD hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety, security or the placement of the Dumpster and possible damages caused thereby to the Premises and Renter hereby acknowledges, as provided in the first paragraph hereto, that Renter has inspected the Premises and hereby acknowledges and agrees that ERD does not represent or guarantee that the dumpster will not damage the Premise and takes upon themselves to Indemnify and Hold Harmless ERD for any damages caused by the dumpster before, during and after its placement. This Waiver of Liability and Hold Harmless Agreement does not create any contractual obligation for ERD. This Waiver of Liability and Hold Harmless Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of ERD or ERD's agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. This Waiver of Liability and Hold Harmless Agreement may only be amended by a writing signed by the parties.
9. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. Each party represents and warrants they have the authority to enter into this Waiver of Liability and Hold Harmless Agreement.

We have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as our own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made

and we execute this Waiver of Liability and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, the parties hereto have executed this Waiver of Liability and Hold Harmless Agreement the day and year first above written.

RENTER: \_\_\_\_\_

PRINTED NAME and TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

ERD Dumpster Rentals, LLC: \_\_\_\_\_

PRINTED NAME and TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_