

Appendix C – Contractor Personnel Release of Liability and Acknowledgement Form

CONTRACTOR PERSONNEL RELEASE OF LIABILITY AND ACKNOWLEDGMENT (HELMER EQUIPMENT)

This Release of Liability and Acknowledgment ("**Release**") is made and entered into by _____ ("**You**" or "**Your**") for the benefit of Helmerinc.com, and its affiliates (collectively, "*Helmer Scientific*").

1. Helmer Scientific has retained ("Contractor") to perform certain services, and You have been employed or engaged by Contractor to assist in the provision of such services.
2. If Helmer permits You to use any tools or equipment owned, leased or otherwise provided by Helmer ("**Helmer Equipment**"), Your use is for Contractor's own convenience. You have inspected, or will inspect, the Helmer Equipment prior to use to determine, in Your sole discretion, if the Helmer Equipment is fit to use for Contractor's intended purpose.
3. You (A) warrant that You are, or will be, properly trained, evaluated and certified to operate the Helmer Equipment as required by applicable law or regulation prior to the use of any Helmer Equipment, (B) will operate the Helmer Equipment in accordance with applicable law, regulations and site specific restrictions and (C) shall not make any modifications or repairs to the Helmer Equipment.
- 4. ALL HELMER EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. HELMER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 5. YOUR USE OF EQUIPMENT PROVIDED BY HELMER (THE "HELMER EQUIPMENT") IS ENTIRELY AT CONTRACTOR'S AND YOUR OWN RISK.**
6. You release any and all claims, losses, and liabilities — including claims for negligence — against Helmer and any director, employee, or agent of Helmer arising out of or connected in any manner with the Helmer Equipment.
7. You acknowledge that you have read this Release and freely and voluntarily sign it as a condition to use of Helmer Equipment.
8. No modification of this Release is binding unless it is in writing and signed by Helmer and You.
9. If any provision of this Release is determined by any court or governmental authority to be unenforceable, You intend that this Release be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
10. This Release is governed by Indiana law, excluding its conflicts of law rules. You irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in Noblesville, Hamilton County, Indiana, for any dispute arising out of this Release, and waive all objections to jurisdiction and venue of such courts.

Contracted Company: _____

Name: _____ Title: _____

Date: _____