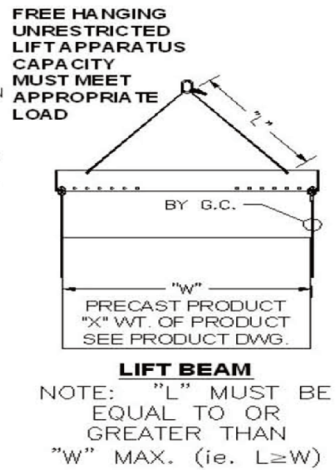
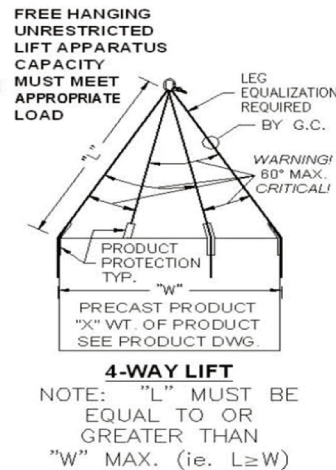
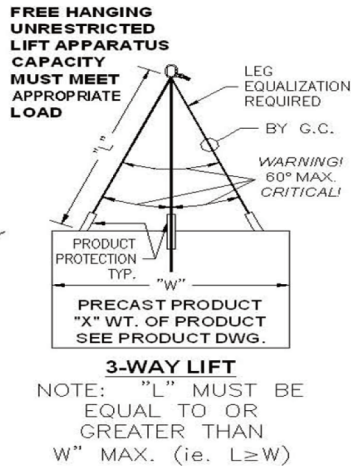
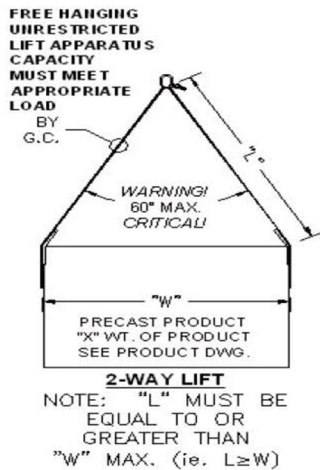




# KISTNER CONCRETE PRODUCTS, INC.- LIFT WAIVER



## KISTNER CONCRETE PRODUCTS INC. LIFTING EQUIPMENT WAIVER

I accept for use, the lifting equipment detailed on this form and listed on Kistner Concrete Products, Inc. (KCP) Packing Slip and accept full responsibility for the care of this equipment. For the purpose of this rental agreement, lifting equipment shall include but not be limited to: Beams, Cables, Shackles, Lifting Lugs, or any other type of lifting equipment available for rent at Kistner Concrete Products Inc., NY. I also understand that the Lifting " Rigging Layout" \*\* values will be set on the basis of lifting pick points detailed, and I verify the accuracy of all information provided by me or on my behalf (The Co. - Renter) in connection with this equipment rental. I understand and am aware that all lifting equipment, including that which the equipment I am renting apply to, are **HAZARDOUS** and that the use of Lifting Equipment involves risk of injury if not properly evaluated (Assessed) and used per industry standards. I have read and understand the statements describing the risks inherent in all Lifting Equipment, including and as well as the statements concerning the responsibilities of persons using Lifting Equipment equipment, which are outlined in all industry manuals \*\*, and I agree to freely and expressly assume each of those risks. I understand and agree that renting this equipment I am qualified & knowledgeable on rigging & the use and function of the lifting equipment. I agree not to accept the equipment until all of my questions have been answered to my satisfaction. I understand that all or part of the equipment I am renting may form part of a "Lifting System" will **NOT function** at all times if lift is not properly assessed, or under all circumstances, if not properly sized or set up, and that it is not possible to predict every situation in which it will or will not function, and that its use cannot guarantee the users safety and freedom from injury while using the equipment unless lift is properly assessed by renter of equipment. I agree and understand that the "Lifting System" does **NOT ELIMINATE THE RISK** of injuries to property or any part of the user's body. I agree to check the lifting equipment for wear or damage before each use, and I agree not to use the equipment if any parts are worn, damaged or missing. I understand that the KCP will exchange or adjust this equipment at any time, free of charge, and I agree not to make any adjustments of my own. It is understood that the rental equipment is to be used for normal lifting applications of KCP products only, and that if the equipment is not returned on the last day of this agreement in as good condition as when rented (wear and tear due to normal use excepted), I am responsible to pay in cash for repair charges, further rental charges, or replacement at full retail value. If the rental equipment is lost or stolen I agree to pay in cash the full retail value of the equipment. I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between KCP and the undersigned. KCP, itself, provides **NO WARRANTIES** express or implied, and the lifting equipment is accepted as is. To the fullest extent possible by law, I agree to **RELEASE FROM LIABILITY** and to **INDEMNIFY AND HOLD HARMLESS**, Kistner Concrete Products, Inc. & all manufacturers and distributors of the equipment provided to me under this agreement. I have carefully read this agreement and fully understand its contents. I am aware this is an acknowledgment of risk and a contract between myself / Co. and KCP, and I sign it of my own free will.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ ( ) Project Mgr. ( ) field Supervisor

I have assessed lift per industry standards \*\* and freely use listed equipment understanding any and all risk.

Co. Name: \_\_\_\_\_ (The Co.) DATE: \_\_\_\_\_

\*\* Professional Industry Rigging Manual detailing Standard Operating Procedures: (i.e.) Safety Assessment & Evaluation, Equipment Capacity - Load Tables & Checklists, Rigging Layout - Assessment & Evaluation.