

UNINSURED CONTRACTOR WAIVER AND RELEASE AGREEMENT

Project Location: _____ Contractor Name: _____

Owner Information:

Full Legal Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Contractor Information:

Full Legal Name / Company Name: _____

Address: _____

Phone Number: _____

Email Address: _____

1. Acknowledgment of Uninsured Contractor Status

Owner acknowledges that the Contractor performing work or services at the Project Location is not insured for workers' compensation, general liability, or any other type of insurance commonly maintained by contractors. Owner understands and agrees that Contractor assumes all responsibility for any and all injuries, damages, or losses that may occur as a result of Contractor's work or presence on the premises.

2. Waiver and Release of Claims

Owner, on behalf of themselves, their heirs, executors, administrators, successors and assigns, hereby voluntarily waives, releases, and discharges Contractor, and Contractor's employees, agents, representatives, and affiliates, from any and all claims, demands, actions, causes of action, damages, liabilities, costs, and expenses of any kind whatsoever, whether known or unknown, arising out of or related to any injury, death, property damage, or loss resulting from the work performed by Contractor at the Project Location.

3. Indemnification

Owner agrees to indemnify, defend, and hold harmless Contractor and Contractor's insurers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from Owner's breach of this Agreement, or any claim by a third party related to Contractor's uninsured status or work performed.

4. Assumption of Risk

Owner voluntarily assumes all risks inherent in engaging an uninsured Contractor, including but not limited to the risk of injury, property damage, or other losses. Owner affirms that they have had the opportunity to consider these risks before executing this Agreement.

5. No Warranty or Guarantee

Contractor makes no warranties, express or implied, including but not limited to any warranty of workmanship, fitness for a particular purpose, or merchantability. Owner acknowledges that Contractor's services are provided on an "AS IS" basis.

6. Compliance with Laws

Owner understands and agrees that engaging an uninsured Contractor may be subject to state and federal laws and regulations. Owner affirms that they have consulted with legal counsel regarding the enforceability and implications of this Agreement prior to execution.

7. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

8. Entire Agreement

This Agreement constitutes the entire agreement between Owner and Contractor with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, agreements, representations, or warranties, whether written or oral.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. The parties agree to the exclusive jurisdiction and venue of state and federal courts located in _____ County, _____ for any disputes arising under or related to this Agreement.

10. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (such as PDF or facsimile) shall be deemed effective and binding.

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

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