

Industrial Products Limited, LLC
PERSONAL FALL PROTECTION DECLINATION

I, _____, representing _____
(Print Name) (Name of Customer on Rental Contract)

decline the fall restraint system offered to me for use with the **lift(s), ladder(s), scaffolding** and/or or **aerial work platform(s)** (a/k/a: "Rented Item(s)") I am renting from Industrial Products Limited, LLC ("IPL") under the terms of the Rental Contract identified below (the "Rental Contract"). I am aware that under **Title 29 of the Code of Federal Regulations, Parts 1910.28 and 1910.67**, all operators of such Rented Item(s) are required by the Occupational Safety & Health Administration ("OSHA") to use or wear a personal fall arrest/protection/restraint system ("PFP") when operating such Rented Item(s) in any capacity. **I have declined to accept the PFP(s) made available by IPL for the following reasons:**

I, for myself and for the customer identified above (the "Customer"), acknowledge that I have been advised as follows by IPL:

THE RENTED ITEM(S) IS/ARE INHERENTLY DANGEROUS.

Nonetheless, I have elected to refuse all PFP, which I acknowledge have been made available to me on reasonable terms by IPL.

ACCORDINGLY, FOR MYSELF AND FOR THE CUSTOMER, I HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS IPL, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, OWNERS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH MY REFUSAL OF, AND/OR ANY FAILURE TO USE, PFP IN CONNECTION WITH ANY USE MADE OF THE RENTED ITEM(S), INCLUDING WITHOUT LIMITATION, ANY INJURY(IES) AND/OR DAMAGE(S) ("DAMAGES") THAT MAY RESULT THEREFROM OR BE SUSTAINED IN CONNECTION THEREWITH, WHETHER BY MYSELF OR BY ANY ONE OR MORE OTHER (THIRD) PARTY(IES).

This Acknowledgment shall not be deemed a limitation of any other rights and/or remedies available to or for the benefit of the Indemnitees (or any of them) hereunder, under the Rental Contract, at law or in equity. This Acknowledgment may not be modified absent the express written consent of an authorized representative of Industrial Products Limited, LLC. The undersigned party's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be enforceable as an original for all purposes.

Acknowledged and agreed by the undersigned to be effective as of the effective date of the subject Rental Contract.

(Customer's Signature)

(Rental Contract Number)