

## Independent Contractor Waiver of Workers' Compensation Coverage

I \_\_\_\_\_ am an independent contractor, with the  
(Name of Contractor)

business name of \_\_\_\_\_,

a \_\_\_\_\_ with an address of  
[Business Entity - LLC, Corporation, Sole-Proprietorship, Partnership, or N/A]

(Address, City, State, Zip)

with no employees, no casual laborers, and no sub-contractors performing Right-of-way work in the Town of Berthoud Larimer County, Colorado, United States and or performing work for The Town of Berthoud (Town).

I am not the employee of The Town of Berthoud for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits under the Town's policy coverage.

I waive any and all rights to file any claims against the Town or said employer in the event an accident should occur while I am performing work on the Town's premises, property and or Right-of-way areas during the Calendar Year (January 1st thru December 31<sup>st</sup>) of this signed Waiver.

### Indemnification

Any person performing work in the right-of-way is responsible for the damages caused by such person and to the extent permitted by law, such person shall indemnify, defend and hold harmless the City and each of its officers and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the acts or omissions of said person or any of said person's subcontractors, agents or employees, in connection with the work in the public right-of-way. Further, such person shall indemnify, defend and hold harmless the City and each of its officers and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the acts or omissions of such person, its employees, subcontractors, or agents which causes or allows to continue a condition or event which deprives the City or any of its officers or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Nothing in this Ordinance shall be deemed a waiver of the City's sovereign immunity under the Colorado Governmental Immunity Act.

Signature

Date

*\*Please note that typed in Electronic Signatures are the legal equivalent of the applicant's manual / handwritten signature and consent to be legally bound to this waiver-agreement. By signing, the Applicant swears and affirms under penalty of perjury that all information in the document is true and correct.*