



RELEASE AND HOLD HARMLESS AGREEMENT

In consideration for Industrial Tubular Catalyst Services, Inc. dba, Industrial Performance Services (IPS★ITCS) providing confined space equipment, including, but not limited to: ladders, A-Frame, DBI's, and pneumatic hoist for the employees of _____

("Company"), IPS★ITCS and Company hereby agree as follows:

1. IPS★ITCS shall incur no liability for, and Company hereby agrees to release, indemnify, defend, and hold harmless IPS★ITCS and its directors, officers, employees, agent, representatives and assigns from and against any and all claims, losses, damages, cause of action, suits and liabilities of every kind, including expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or for damage to any property, including Company's own property, arising out of or in any way connected with the furnishing or failure to furnish such confined space entry equipment to Company and Company's employees and without regard to the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of IPS★ITCS and its respective officers, directors, employees, agents or other representatives.
2. Company agrees to waive any subrogation rights of its insurer(s) with respect to any claims for damage to or loss of property, or personal injury to or death of any person.
3. IPS★ITCS shall not be liable for any and all guarantees or promises made in connection with services. This Release and Hold Harmless Agreement is without limit and without regard to the cause thereof, including injuries caused by pre-existing condition or the negligence of any party or parties.

Signed this _____ day of _____ 2024.

Company: _____

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative