



Waiver and Indemnity Agreement

This Waiver and Indemnity Agreement is made and entered into this _____ day of _____ 20____
by and between

_____ (“the Company”)

_____ (address)

In favor of the American Institute of Steel Construction, LLC, One East Wacker Dr., Suite 700, Chicago, Illinois, 60601, for itself and as agent for its officers, agents, directors, employees, attorneys, sponsors, advisors, auditors, volunteers, committee members and assigns (collectively “AISC”).

Recital

WHEREAS, AISC has established certain programs for certification for steel fabricators, erectors, and other; and,

WHEREAS, the Company desires to participate in the AISC Erector certification program and to take advantage of the benefits thereof;

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the Company hereby agrees as follows:

1. Waiver. The Company shall, and hereby does, waive and release any and all losses, damages, injuries, causes of action, claims, demands (whether based upon tort, contract, infringement of intellectual property or otherwise) and expenses (including legal fees and related expenses) of whatsoever kind and nature, sustained or incurred by it and arising out of, on account of, or resulting from, any action or inaction committed by AISC (as defined above, and including any independent contractor retained by AISC for auditing or other purposes) in connection with the certification program.
2. Indemnification. The Company shall, and hereby does, agree to indemnify, hold harmless, and defend any action brought against AISC (as defined above, including any independent contractor retained by AISC for auditing or other purposes) in connection with the certification program from and against any and all losses, damages, injuries, causes of action, claims, demands (whether based upon tort, contract, infringement of intellectual property or otherwise), and expenses (including legal fees and related expenses), of whatsoever kind and nature arising out of or on account of, or resulting from, any actual or alleged intentional or negligent act committed by them in connection with or in any way related to the Company’s application for certification, the certification process as related to the Company, and/or any certification issued to or withheld from the Company.
3. Notice. The Company agrees to give AISC notice within ten days of any claim made against the Company in connection with any project audited by AISC as part of the certification process.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

THE “COMPANY” _____ A _____
 Corporation Partnership Limited Liability Company

By: _____ Title: _____