

Lubricar Inc.

Tool & Tool Box Waiver Agreement

By signing this waiver agreement, [Employee name] (the Employee) agrees to the following terms:

Assumption of Risk

The Employee agrees that their use of their tools and tool box is voluntary. Furthermore, the Employee agrees to assume any risk associated with the use and storage of their own tools and tool box, and releases Lubricar Inc. from any and all claims of loss or damage that may arise during the Employee's use of said tools and tool box. Such releases are without limitation, and include attorneys' fees, personal injury, property damage, and any other losses or damages suffered by the Employee.

Total Indemnification

The Employee agrees to indemnify and hold Lubricar Inc. harmless against any and all claims of loss or damage, including damage to property caused by the Employee.

Right to Cancel

Lubricar Inc. maintains the right to deny the Employee's use of their own tools and toll box if they deem that such use would risk loss or damage to any party.

Applicable Law

This waiver agreement shall be governed by the laws of New Mexico. Any legal proceeding, claim, or lawsuit related to the Employee's use of their own tools and tool box shall take place exclusively in courts located in Albuquerque, New Mexico.

Acknowledgment

The Employee agrees that this waiver agreement shall remain in full force and effect without modification, and that participation in this tool box waiver is pursuant to the terms of this agreement.

Lubricar Inc.

Employee

_____ Date: _____

_____ Date: _____