ALL AMERICAN LOGISTICS INC

WAIVER OF WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE

This Waiver of Workers' Compensation and Employer's Liability Coverage ("Waiver") is executed by and between All American Logistics Inc, MC# 653824, with its principal place of business at 4263 E North Ave, Fresno, CA 93725 ("Broker"), and the motor carrier identified below ("Carrier"). This Waiver is executed in connection with, and is incorporated into and made a part of, the Broker-Carrier Transportation Agreement between Broker and Carrier (the "Agreement"), and satisfies Carrier's obligation under Section 8 (Insurance Requirements) of the Agreement to execute and deliver to Broker a written waiver in a form acceptable to Broker prior to transporting any freight under the Agreement.

Carrier Legal Name: _____

MC# _____

DOT# _____

1. Certification of Coverage Status

Carrier certifies, as of the date of execution below, the following regarding its workers' compensation coverage status (check the applicable box):

☐ Carrier has no employees and does not carry, and is not required by applicable law to carry, workers' compensation insurance.

☐ Carrier is exempt from state workers' compensation insurance requirements as an owner-operator, sole proprietor, or independent contractor under the law of the state in which Carrier is domiciled or authorized to operate.

☐ Other basis for non-coverage (describe): _____

2. Waiver and Release

Carrier, on behalf of itself and its owners, operators, drivers, and employees (if any), knowingly and voluntarily waives, releases, and forever discharges Broker and Broker's customer(s) (shipper(s)) from any and all liability, claims, demands, damages, or causes of action of any kind — including but not limited to claims for medical expenses, lost wages, disability benefits, or death benefits — arising from or relating to any injury, illness, or death of Carrier's owners, operators, drivers, or employees occurring in connection with, or arising out of, the performance of services under the Agreement, regardless of the cause of such injury, illness, or death, and regardless of whether such injury, illness, or death is caused in whole or in part by the negligence of Broker or Broker's customer.

3. No Employer Relationship; No Coverage Through Broker

Carrier acknowledges and agrees that it is an independent contractor and not an employee of Broker, that Broker does not provide and is not obligated to provide workers' compensation or employer's liability insurance coverage for Carrier or for Carrier's owners, operators, drivers, or employees, and that Carrier is solely responsible for obtaining and maintaining any insurance or other financial protection for such individuals required by applicable law.

4. Notice of Change in Coverage Status

Carrier shall promptly notify Broker in writing, and in any event prior to the change taking effect, of any change in its workers' compensation coverage status described in Section 1 above, including obtaining workers' compensation coverage after the date of this Waiver or allowing any existing coverage to lapse. Carrier shall execute and deliver to Broker a new waiver, or evidence of coverage, as applicable, promptly upon any such change.

5. Indemnification

Carrier shall indemnify, defend, and hold harmless Broker and Broker's customer(s), and their respective officers, employees, and agents, from and against any and all claims, demands, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or relating to any claim for workers' compensation or employer's liability benefits brought by or on behalf of Carrier's owners, operators, drivers, or employees in connection with services performed under the Agreement.

6. Effective Period

This Waiver takes effect on the date of execution below and remains in effect for the duration of the Agreement. This Waiver shall survive termination of the Agreement with respect to any claim arising from or relating to services performed prior to such termination.

7. Acknowledgment

Carrier acknowledges that it has read this Waiver, understands its terms, has had the opportunity to consult with legal counsel of its choosing before signing, and is signing it knowingly and voluntarily.

Signature

CARRIER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____