

CONTRACTOR WAIVER OF CLAIMS & ASSUMPTION OF RISK

The StumpBusters Zero-Risk Guarantee™

THIS WAIVER is made as of the date below by **StumpBusters LLC**, Elizabethtown, Lancaster County, PA (“Contractor”) for the benefit of _____ (“Property Owner”) at:

1. WAIVER OF CLAIMS AGAINST PROPERTY OWNER

Contractor, on behalf of itself, its owners, employees, agents, and subcontractors, hereby **voluntarily and unconditionally waives any and all rights to bring claims, demands, suits, or actions against Property Owner** for bodily injury, death, or property damage sustained by Contractor’s workers **while actively performing the Services on Property Owner’s premises**, specifically including injuries caused by the negligence of Contractor, Contractor’s employees, agents, or subcontractors.

2. ASSUMPTION OF RISK

Contractor acknowledges that stump grinding, tree trimming, and related services involve inherent risks including use of chainsaws, stump grinders, chippers, and heavy equipment; working at heights; falling trees, limbs, and debris; flying rocks and wood chips; and proximity to structures, vehicles, utilities, and power lines. **Contractor voluntarily assumes all such risks** and acknowledges that **Property Owner bears no responsibility for injuries to Contractor’s workers arising from performance of the Services.**

3. PROPERTY DAMAGE BY CONTRACTOR

If Contractor’s operations cause damage to Property Owner’s property, neighboring properties, vehicles, or structures **during active performance of the Services**, Contractor is solely responsible. Claims are handled through Contractor’s liability insurance. Property Owner is not required to file on their homeowner’s policy.

4. LIMITATIONS — WHAT THIS DOES NOT COVER

This Agreement applies **only while Contractor is actively performing Services**. It does **NOT**:

Create any obligation after Contractor completes Services and departs — once done, property condition is solely Property Owner’s responsibility

Cover post-completion claims — e.g., someone tripping over where a stump was removed months later is Property Owner’s premises liability

Waive claims from undisclosed hazards — Property Owner agrees to disclose underground utilities, septic, wells, buried debris before work begins

Waive claims from Property Owner’s gross negligence, recklessness, or intentional acts

5. SCOPE OF SERVICES

Work: _____

Date(s): _____ Price: \$ _____

6. GOVERNING LAW & SEVERABILITY

Governed by the laws of the Commonwealth of Pennsylvania. Contractor voluntarily assumes these obligations with full knowledge of their legal significance. If any provision is found invalid, remaining provisions continue in full force.

SIGNATURES

CONTRACTOR — StumpBusters LLC: _____ Date: _____

Print: _____ Title: _____

PROPERTY OWNER (Acknowledgment): I acknowledge receipt of this Waiver. StumpBusters has agreed not to hold me liable for injuries to their workers during the job. Once complete and they leave, my property is my responsibility.

Signature: _____ Date: _____

Print: _____

THE STUMPBUSTERS ZERO-RISK GUARANTEE™

What This Means For You (In Plain English)

Before we start any job, we hand you a signed legal document that says:

"If we get hurt on your property, that's on us. We will never sue you."

Our workers. Our responsibility.

Tree work is dangerous — chainsaws, heavy equipment, falling limbs. If one of our crew gets injured on your property, our workers' compensation insurance handles it. Your homeowner's insurance is never touched. You will never receive a bill, a phone call, or a lawsuit from us for injuries our workers sustain while doing the job. That's what our insurance is for.

Our equipment. Our mess.

If our stump grinder kicks a rock through your windshield or a limb we're cutting clips your fence — we pay for it through our general liability insurance. You don't file a claim on your homeowner's policy. We handle it through ours. That's how a professional operation works.

When we leave, we're done.

This guarantee covers what happens while we're on your property doing the work. Once the job is complete and we drive away, your yard is your yard — same as it was before we showed up. We're

not responsible for your property after we leave, and you're not responsible for what happened while we were there. Clean break. No loose ends.

No other stump grinding or tree service company in Central PA hands you a signed legal document before they start working. We're the only ones. Ask around.

What we carry:

Workers' Compensation — every employee, every job, classified for tree care

Commercial General Liability — \$1M+ per occurrence, classified for stump grinding and tree work

Commercial Auto Liability — all vehicles and equipment on every job site

We'll send you a Certificate of Insurance straight from our insurance carrier. Not a photocopy. Not an expired document. The real thing, sent directly from the source. If a company won't do that, find another company.

Learn more: "***Why Hiring an Uninsured Tree Service Could Be the Most Expensive Mistake You Make***" — stumpbustersllc.com/uninsured-tree-service-risks/

StumpBusters LLC

Elizabethtown, PA | (717) 468-1978 | stumpbustersllc.com

Lancaster • Dauphin • Lebanon • York Counties | 7 Days a Week