



## DUPLICATE KEY RELEASE FORM AND INDEMNITY AGREEMENT

Bill To Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ship To Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Attn: \_\_\_\_\_

P.O. No. \_\_\_\_\_

Credit Card Type (VISA, MC) \_\_\_\_\_ Credit Card Expiration Date \_\_\_\_\_

Credit Card No. \_\_\_\_\_

Name on Card \_\_\_\_\_

| Duplicate Key Number(s) | End User (Company Name & Address) |
|-------------------------|-----------------------------------|
| _____                   | _____                             |
| _____                   | _____                             |
| _____                   | _____                             |
| _____                   | _____                             |
| _____                   | _____                             |
| _____                   | _____                             |

Kirk Key SO No. \_\_\_\_\_  
(Found on nameplate of lock requiring duplicate key)

Dear Sir/Madam,

We acknowledge your request that Kirk Key Interlock Company, LLC (“Kirk Key”) supply you with a duplicate or replacement key(s) for the above-noted KIRK® key interlock.

A key interlock system operates using interlocks and a limited number of keys in a predetermined sequence. The purpose of this sequential operation of a key interlock system is to safeguard your employees and to protect your equipment. The use of duplicate or replacement keys could provide a means to circumvent the sequential operation of a key interlock system and thereby defeat the protections afforded by the key interlock system. Consequently, any duplicate or replacement key supplied by Kirk Key to you should be secured and controlled by a responsible person to prevent any misuse of a duplicate or replacement key.

Kirk Key understands that end users may have the need for duplicate or replacement keys, but Kirk Key has no way of evaluating an end user’s need for duplicate or replacement keys. Specifically,

we have no way of evaluating your need for the duplicate or replacement key(s) that you have requested.

At this time, we must emphasize the potential dangers associated with the misuse of a duplicate or replacement key to circumvent the sequential operation of a key interlock system and thereby defeat the protections afforded by the key interlock system. We also must insist that any duplicate or replacement key must be secured and controlled by a responsible person to prevent any misuse of the duplicate or replacement key.

Before complying with your request for a duplicate or replacement key, Kirk Key requires that you acknowledge the potential dangers associated with the misuse of a duplicate or replacement key to circumvent the sequential operation of a key interlock system and that you agree that a responsible person shall secure and control any duplicate or replacement key supplied by Kirk Key to you. Kirk Key also requires that you acknowledge that Kirk Key shall not be responsible or liable for any death or injury to any person, including any or your employees or third parties, or any damage to any property, including loss of use thereof.

Under the circumstances, Kirk Key further requires that you agree to **Defend, Indemnify and Hold Harmless** Kirk Key from all claims, demands, lawsuits, including attorney's fees and costs incurred in defending same, arising from any actual or alleged use of any duplicate or replacement key supplied by Kirk Key to you that allegedly results in any death or injury to any person or damage to any property, or loss of use thereof, irrespective of whether it is alleged that Kirk Key was negligent in supplying such duplicate or replacement key.

Please indicate your agreement by signing the acknowledgement below and returning the executed acknowledgement along with your purchase order. Upon receipt of the executed acknowledgement and your purchase order for the requested duplicate or replacement keys(s), Kirk Key will immediately process your order for prompt shipment.

Acknowledged and agreed:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

For: \_\_\_\_\_

Date: \_\_\_\_\_

**KIRK KEY INTERLOCK COMPANY**  
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USA

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