

## WORKERS' COMPENSATION WAIVER FOR CONTRACTOR'S LICENSE

This **Workers' Compensation Waiver** ("Waiver") is made and entered into by and between

**PRINTED NAME of Contractor/Owner/Applicant** (hereinafter referred to as the "Contractor")  
and **Johnson County Contractor Licensing** (hereinafter referred to as the "Licensing Authority").

WHEREAS, the Contractor is applying for a contractor's license in the State of Kansas and, as part of that process, must confirm their status as an independent contractor; and

WHEREAS, the Contractor understands that they are not considered an employee of any company and, as such, are not entitled to Workers' Compensation benefits provided under Kansas law to employees;

NOW, THEREFORE, in consideration of the opportunity to be issued a contractor's license by the Licensing Authority, the Contractor agrees to the following:

**1. Waiver of Workers' Compensation Benefits**

The Contractor acknowledges and agrees that, as an independent contractor, they are **not entitled** to Workers' Compensation benefits under the laws of the State of Kansas. The Contractor hereby **waives** any claim to Workers' Compensation coverage or benefits related to injuries, illnesses, or accidents that occur during the course of performing work for any clients or entities as part of their contracting work.

**2. Independent Contractor Status**

The Contractor affirms and acknowledges that, by applying for and receiving a contractor's license, they will be acting as an independent contractor and not an employee of any other party. The Contractor understands that, as an independent contractor, they are responsible for obtaining their own insurance, including Workers' Compensation insurance, if desired, and agree that they will not rely on the Licensing Authority or any other entity to provide such coverage.

**3. Responsibility for Insurance**

The Contractor agrees to maintain appropriate insurance coverage for themselves and any employees or subcontractors they may hire. The Contractor understands that it is their responsibility to ensure that all individuals working under their license are adequately covered by insurance, including Workers' Compensation insurance, if applicable.

**4. Release of Liability**

The Contractor agrees to release, indemnify, and hold harmless the Licensing Authority, and any other governmental or regulatory agencies, from any and all claims, demands, suits, or causes of action arising from personal injury, accident, or illness incurred by the Contractor, their employees, or their subcontractors, in connection with their contracting work, whether or not such injury occurs on the jobsite or in any other location related to their contracting business.

**5. Acknowledgment of Knowledge and Understanding**

The Contractor acknowledges that they have been informed of the rights and responsibilities associated with their status as an independent contractor in Kansas. The Contractor understands the implications of not being entitled to Workers' Compensation benefits and

voluntarily agrees to assume the risks associated with performing contracting work without such benefits.

**6. Effective Date**

This Waiver shall be effective upon the Contractor's submission of their application for a contractor's license and shall remain in effect for as long as the Contractor holds a valid contractor's license with the Licensing Authority.

**7. Compliance with Laws**

This Waiver shall be interpreted and enforced in accordance with the laws of the State of Kansas. If any part of this Waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. I understand that if I hire any employees in the future, I will be required to provide proof of Workers' Compensation Insurance coverage as mandated by the State of Kansas. I agree to submit this proof of coverage to the Johnson County (KS) Contractor Licensing office as required. I understand that if I provide the office with proof of worker's compensation coverage, this waiver will be rendered null and void.

**8. Entire Agreement**

This Waiver constitutes the entire agreement between the Parties regarding the waiver of Workers' Compensation benefits and supersedes any previous discussions, agreements, or understandings, whether oral or written.

**SIGNATURE of Contractor/Owner/Applicant**

**PRINT NAME of Contractor/Owner/Applicant**

IN WITNESS WHEREOF, the undersigned has executed this Workers' Compensation Waiver as part of their application for a contractor's license.

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ **[Name of contractor/owner/applicant]**, who is personally known to me or has provided satisfactory proof of identity, and who, being duly sworn, did execute the foregoing instrument and acknowledged that they executed the same as their free and voluntary act for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

SEAL

Printed Name of Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Johnson County does not discriminate on the basis of race, color, national origin, gender, religion, age, disability, genetic information, or other circumstance prohibited by federal, state, or local law, rule, or regulation, including Title II of the Americans with Disabilities Act. A request for accommodation for a disability, or other assistance, should be made, if possible, at least 3 days in advance, to the Legal Services Department at 913-715-1900.