major industrial or construction site that cannot arguably be attributed to some latent premises defects, e.g., oil or water on the ground, insufficiently protected electrical equipment, insufficient guard rails or other height protection, etc.

As the foregoing discussion illustrates, the threat of liability exposure in the employer-independent contractor context is a real one. An indemnity or hold-harmless clause can provide some protection. It can shift back to the contractor the liability for personal injury or property damage caused by its negligence,[54] and may even provide that the principal is relieved of liability stemming from its own negligent act.[55] There are limitations, however. Most important is the ability to obtain such provisions. Many contractors are unwilling to indemnify the principal against its own negligence. And courts generally will not construe a hold-harmless clause to include indemnification against losses from tne indemnitee's own negligence unless that intention is clearly and unequivocably expressed.[56] Some states have declared provisions of this type void against public policy.[57] Without a hold harmless agreement that includes the employer's own negligence, tne risk of litigation and eventual liability is still very real.

Whereas indemnity agreements can provide some protection against suits by both third parties and employees, the statutory employer defense may protect only against actions