

RELEASE OF DAMAGE CLAIM

The undersigned, _____ ("Releasing Party"), being of age, and for the sole consideration of the Company taking the action described below with respect to the referenced property damage for itself and Released Party's heirs, executors, administrators, successors and assigns, does hereby release, acquit and forever discharge the Company and its agents, employees, servants, successors, heirs, executors, and administrators ("Released Parties") of and from any and all claims, actions, liability, causes of actions, demands, rights, damages, costs, loss of service, expense and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way relating to or stemming from the underlying property damage or any of the Released Parties' repair of such damage (the "Released Claims"). Releasing Party agrees not to file any claim or take any action relating to any of the Released Claims and further agrees to indemnify, defend, and hold the Released Parties harmless from any costs, expenses, or liability including, but not limited to, attorneys' fees stemming from any such claim or action.

It is understood and agreed that this settlement is a compromise, and any action taken by the Company is not to be construed as an admission of liability on the part of the Released Parties. In addition, the Releasing Party specifically acknowledges that the Company's offer or agreement to take the actions described below with respect to the property damage does not, in any way, suggest or imply that any of the Released Parties were responsible for such damage, including but not limited to situations where such damage was caused by other contractors.

DESCRIPTION OF THE DAMAGE: _____

The Releasing Party further declares and represents that no promise, coercion, inducement, or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. The Releasing Party understands and agrees that this Release shall be binding regardless of whether the Releasing Party's understanding or belief regarding the facts or circumstances relating to the Released Claims changes.

RELEASING PARTY HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed on this _____ day of _____, 20____

Releasing Party's Name: _____

Releasing Party's Signature: _____

Witnessed by:

Company Representative

County and State: _____