

RELEASE OF LIABILITY AGREEMENT

This Release of Liability Agreement ("Agreement") is made effective on [insert date] by and between _____ of _____, and _____, of _____. Both are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, _____ desires to hold harmless _____ from any claims and/or litigation arising out of _____'s actions in connection with _____.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

TERMS

Release of Liability. _____ shall fully defend, indemnify, and hold harmless _____ from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of _____ by _____, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to _____ by _____, for all legal fees, expenses, and costs incurred by it.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.