

GENERAL RELEASE AND WAIVER OF LIABILITY AGREEMENT

Location: _____ Date: _____

PARTY INFORMATION:

Releasor (Name): _____

Address: _____

Phone/Email: _____

RELEASEE INFORMATION:

Releasee (Name/Entity): _____

Address: _____

RECITALS:

WHEREAS, Releasor desires to release and discharge Releasee from all claims, demands, and causes of action, whether known or unknown, which Releasor may have against Releasee as of the date of this Agreement; and WHEREAS, Releasee denies any liability but desires to resolve and settle all claims amicably and conclusively.

1. RELEASE AND WAIVER:

Releasor, on behalf of themselves, their heirs, executors, administrators, successors, and assigns, hereby fully and forever releases, waives, and discharges Releasee, its officers, directors, employees, agents, affiliates, successors, and assigns from any and all claims, demands, damages, actions, causes of action, or liabilities of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which Releasor now has, owns, or holds or claims to have against Releasee arising out of or relating to any matter occurring as of the date hereof.

2. ASSUMPTION OF RISK:

Releasor understands and acknowledges that participation in activities related to or involving Releasee may involve inherent risks and dangers, including but not limited to personal injury, property damage, or death. Releasor voluntarily assumes all risks of any such injuries or damages.

3. COVENANT NOT TO SUE:

Releasor agrees not to initiate or prosecute any legal action or proceeding against Releasee related to any claims released herein, and agrees that this release is a complete bar to any such action or claim.

4. INDEMNIFICATION:

Releasor agrees to indemnify and hold harmless Releasee from any loss, liability, damage, or cost, including attorney's fees, that Releasee may incur due to claims brought by or on behalf of Releasor or any third party arising out of Releasor's actions or omissions.

5. NO ADMISSION OF LIABILITY:

Releasor acknowledges and agrees that this Agreement is entered into for the purpose of avoiding litigation and that Releasee does not admit liability or wrongdoing hereby.

6. GOVERNING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of laws principles. The parties agree that any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located within _____ County, _____.

7. SEVERABILITY:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' intent.

8. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

9. REPRESENTATIONS AND WARRANTIES:

Releasor represents and warrants that they have read this Agreement, understand its contents, and enter into it voluntarily and without duress or undue influence, intending to be legally bound.

10. ACKNOWLEDGEMENT OF VOLUNTARY EXECUTION:

Releasor acknowledges that they have had the opportunity to consult with legal counsel before signing this Agreement, and that they fully understand the terms and legal effect of this release.

RELEASOR'S SIGNATURE

RELEASEE'S SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

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