|  |  |
| --- | --- |
| State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |
|  **Release for Damage to Property** |

This Release for Damage to Property (this "Release") is made on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ between:

**Releasor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address] (“Releasor”) and

**Releasee:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address] (“Releasee”).

1. Releasor and anyone claiming on Releasor’s behalf release and forever discharge Releasee and its affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the “Released Parties”), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties arising out of or relating to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Claims”).
2. In exchange for the release of Claims, Releasee will provide Releasor a payment: (Check one)

[ ]  In the amount of $\_\_\_\_\_\_\_\_\_\_.

[ ]  Of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Item description].

In consideration of such payment, Releasor agrees to accept the payment as full and complete settlement and satisfaction of any present and prospective claims.

1. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.
2. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, and successors. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Both parties represent they fully understand their right to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release.

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Releasor |  | Date |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Printed Name of Releasor |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Releasee |  | Date |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Printed Name of Releasee |  |  |

Signed in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Witness Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Witness Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Witness Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Witness Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

 **NOTARY ACKNOWLEDGEMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     (ss)

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_