

## 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.

Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of \_\_\_\_\_.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

**[Party 1]**

**[Party 2]**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its: