## **GENERAL RELEASE OF LIABILITY & PROPERTY FORM**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of San Antonio, State of Texas (Hereinafter the “Releasor”) for and in consideration of:

(Check One)

☐ - No payment.

☐ - A payment made of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐- Other:

THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge **Harlandale ISD**, of **San Antonio**, State of **Texas** (Hereinafter the “Releasee”) including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INDEMNITY** - The Releasor shall indemnify, defend and hold harmless the Harlandale Independent School District, its employees, officials, and representatives from any and all claims made, lawsuits filed, losses, costs (including but not limited to attorney’s fees) or damages incurred as a result of Releasor provider acts or omissions of any nature relating to this agreement. The District will not enter into any agreement requiring the District to indemnify a contractor, vendor, or service provider. Further, the District will not enter into any agreement requiring the District to pay attorney’s fees on behalf of any vendor or service provider.

The Releasor shall defend, indemnify, and save whole and harmless, Harlandale Independent School District and all of its officers, agents and employees from and against all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of any agent, employee, subcontractor or supplier of Contractor in the execution or performance of this agreement.

The Releasor shall also defend and indemnify the Harlandale Independent School District against claim by any subcontractor, supplier, material man or mechanic for payment of work or materials provided on behalf of the Contractor in the performance of the services and all such claimants shall look solely to Contractor and not Harlandale Independent School District for satisfaction of such claims.

It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Texas,

This Release has been read and fully understood by the undersigned and has been explained to me.

EXECUTED this day of **,** 20

Releasor’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledge & Receipt of Release By:

Harlandale ISD Position: