

PROPERTY DAMAGE RELEASE FORM

1. **THE PARTIES.** This Property Damage Release ("Release") made this _____, is by and between:

Releasor: _____, with a mailing address of _____ ("Releasor"), and

Releasee: _____, with a mailing address of _____ ("Releasee").

2. **RELEASE.** Releasor hereby voluntarily and knowingly releases Releasee from any and all property damage claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen damage to property, and the consequences thereof, resulting, and to result, from a certain occurrence or accident which happened on or about _____ at _____ a.m. p.m. involving property owned by Releasor (the "Accident").

Releasee specifically acknowledges and agrees that this Release is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state law, and Releasee additionally agrees to **WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO RELEASEE UNDER APPLICABLE LAW.** This Release shall be construed and interpreted as broadly as possible under applicable law.

3. **RIGHT TO CLAIMS.** By signing this Release, Releasor does not give up any claim that Releasor may now or hereafter have against any person, firm, or corporation other than Releasee and those persons and entities specified in paragraph 1.

4. **NON-ADMISSION OF LIABILITY.** Releasor understands that Releasee does not, by providing the value described in paragraph 5, admit any liability or responsibility for the Accident or its consequences.

5. **PAYMENT.** Releasor has received good and adequate value (consideration) for this Release in the form of \$_____ (US Dollars).

6. **BINDING ARRANGEMENT.** By signing this Release, Releasor additionally intends to bind his or her spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. Releasor has not assigned any claim arising from the Accident to any other party. This Release applies to Releasee's heirs, legal representatives, insurers, and successors, as well as to Releasee.

Releasor's Signature: _____ **Date:** _____

Print Name: _____

Releasee's Signature: _____ **Date:** _____

Print Name: _____