

RELEASE

This Release, dated this ___ day of _____ 20___, is given

BY the Releasor(s) _____, and their principals, employees, agents, representatives, assigns, successors, heirs, executors, administrators and anyone who succeeds to their rights and responsibilities, referred to collectively as "Releasors"

To _____, and their agents, insurers, representatives, attorneys, employees, assigns, successors, heirs, executors, administrators, parent corporations, subsidiaries, affiliates and anyone who succeeds to their rights and responsibilities, referred to collectively as "Releasees."

1. Release. Know all persons by these presents that for and in consideration of the sum of \$_____.__, lawful money of the United States to us in hand, the sufficiency of which is acknowledged, the undersigned, **Releasors** hereby remise, release, give up and forever discharge any and all manner of, liability, actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, legal claims, warranty claims and demands whatsoever in law or equity which **Releasors** may have against **Releasees** arising out of or in any way related to the property known as _____ (the "**Property**"), and as asserted in, arising out of or in any way related to any warranty claim made against Releasees' Limited Professional Warranty Program, and including, but not limited to, the following:

all past, present and future claims which were asserted, or could have been asserted, including, but not limited to fraud, misrepresentation, failure to disclose, violation of any statute, administrative code regulation or ordinance, breach of contract, any form of negligence, property damage, diminution in value, remediation, property repairs, medical treatment, interest, loss of income and earning capacity, loss of consortium, emotional distress, attorney's fees, costs, delay damages, punitive damages, any statutory remedies which Releasors ever had, now have or which our heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

2. Signatures. **Releasors** understand and agree to the terms of this Release. To the extent this Release is signed on behalf of a corporation, partnership or other business entity, it is signed by an individual with authority to act on behalf of the entity in matters such as this.

3. Choice of Law. This Release shall be governed by the laws of the State/Commonwealth of North Carolina.

4. Hold Harmless Agreement. As further consideration for the sum set forth herein, the

Releasors do hereby agree to indemnify and hold harmless the **Releasees**, against any and all claims by any party to any present or future litigation for contribution and/or indemnity, or any other claim either made by any party in the any present or future litigation or which could have been made or may in the future be made by any party to any litigation or any other manner resulting from, or in any way connected to the damages suffered by the **Releasors** as a result or in connection with the **Property**. This Release is understood to preclude the **Releasors** from executing a release or agreement with any other party that reserves to such other party the right to proceed against the **Releasees** released herein on any claim for contribution or indemnity.

5. Satisfaction Of All Claims. If it should be adjudicated in this or any other suit, action or proceeding that the **Releasees** are obligated to provide indemnification or contribution to any other person or party with respect to any of the **Releasors'** damages resulting from or in any way connected to the **Property** identified above, the undersigned **Releasors** will satisfy or cause to be satisfied the decree, judgment or award against such other person or party to the extent necessary to eliminate any further liability of the **Releasees** either to the **Releasors** or to any person or party claiming contribution or indemnity.

6. Pro Rata Reduction Of Liability. It is further agreed and understood by the parties hereto that any other person or entity alleged to be liable to the **Releasors** for any damages arising out of or connected to the **Property** shall not be entitled to a satisfaction or reduction of the damages being claimed against it by reason of payment herein, unless it is adjudicated that the **Releasees** are a joint tortfeasor with said person or entity. Should it be determined that the **Releasees** are a joint tortfeasor with other parties in the present or future litigation, then **Releasors** agree to reduce any claim against any other party by the percentage of liability or fault that the **Releasees'** ultimate liability bears to the total damages. Further, **Releasors**, knowing that the **Releasees** are not paying the total of the full amount of damages being claimed by the **Releasors**, do hereby credit and satisfy that portion of the total amount of damages which may have been caused by the **Releasees**, if any, as may be determined in any present or future litigation. It is the specific intent of the parties to this Release that the **Releasees** will not participate further in any litigation or be present at trial and that the **Releasees** have no further liability to any party.

8. All Parties to this Release hereby confirm and admit that they have read and understand this Release and that they have an opportunity to be represented by counsel with respect to this Release, and that they have fully considered this Release and all of its terms, consequences and ramifications. This Release contains the entire agreement between the Parties with respect to the matter set forth herein.

9. Releasors further agrees to not participate in a complaint with any agencies or governing bodies and to remove/not initiate any negative reviews or information on websites or social media. The **Releasors** agrees to remove any public records pertaining to **Releasees** or its employees/inspectors within 30 days.

10. This Release agreement is good for 30 days from the date above. If not signed and returned by the date above the offer is rescinded.

IN WITNESS WHEREOF, _____ understands and acknowledges the foregoing representations, warranties, understandings, promises, covenants, agreements or undertakings, and intending to be legally bound thereby, executes this Release as of the date first set forth above.

Signature

Printed Name