

RELEASE OF ALL PROPERTY DAMAGE CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, *** ("Releasor"), being of lawful age, for sole consideration of *** Dollars (\$***), does hereby, for him/herself and his/her heirs, executors, administrators, successors and assigns, release, acquit, and forever discharge *** and its representatives, heirs, executors, administrators, trustees, successors, affiliates, subrogors, subrogees, assignors, assignees, subsidiaries, parent corporations, agents, employees, officers, directors, attorneys, council members, firms, associations, and insurers (hereafter collectively "Releasees") from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, liens, attorneys' fees, expenses and compensation whatsoever, which the Releasor now has/have or which may hereafter accrue on account of, or in any way growing out of or stemming from any and all known and unknown, foreseen and unforeseen **property damage**, as well as the consequences thereof resulting or to result from, the *** incident, casualty or event which occurred on or about ***, at or near ***, more specifically referenced in Releasor's California Government Tort Claim dated ***.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasees.

It is further understood and agreed that all rights under section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This settlement is intended to, and the Releasor warrants, that it will dispose of all liability of the Releasees to the Releasor and to all and each of the heirs, executors, administrators, and assigns of Releasor as a result of the **property damage** claimed by the undersigned involving the occurrence referred to above. Should any further **property damage** claim be made by any person or entity to which the parties released are liable, directly or indirectly, as a result of the filing of a lawsuit or claim by the Releasor involving the **property damage** occurrence referred to above, the Releasor on behalf of him/herself and the heirs, executors, administrators, and assigns of the Releasor, agrees to and will hold harmless and indemnify the parties released of and from any and all liability for such claim, including all costs, expenses and attorneys' fees in defending such claim.
