

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of Fifty and xx/100 Dollars (\$50.00), the receipt of which is hereby acknowledged, **I**, _____, together with my agents, contractors, subcontractors, employees, servants, personal representatives, administrators, executors, successors, insurers and/or assigns (**hereinafter also referred to as "Property Owner"**), of _____ **Perry, Ohio 44081**, do hereby release, acquit, and forever discharge the **Village of Perry, Ohio** (an Ohio Municipal Corporation--hereinafter referred to as "Village"), 3758 Center Road, Perry, Ohio 44081, **its** franchisees, franchisers, agents, officials, officers, contractors, subcontractors, employees, servants, successors, insurers and/or assigns of and from any and all actions, causes of action whether sounding in tort, contract, extra contractual or otherwise, claims, demands, damages, costs, loss of services, loss of use, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage, loss of use, emotional distress and/or personal injury resulting or to result from an incident that allegedly caused damage to my mailbox and/or other personal property situated upon the real property commonly known as _____, Village of Perry, Lake County, Ohio 44081, on or about the _____ day of _____, 20_____.

I hereby declare and represent that in making this Release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said damages; and further, that I have not been influenced to any extent whatever in making this Release by any representations or statements regarding same, or regarding any other matters, made by **Village** or any other entities, persons, firms or corporations who are hereby released, or by any person or persons representing it or them, or by anyone by it or them employed.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the aforesaid payment is not to be construed as an admission of liability on the part of **the Village, its** franchisees, franchisers, agents, officials, officers, contractors, subcontractors, employees, servants, successors, insurers and/or assigns, **by whom liability is hereby expressly denied.**

Further, I expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which if known, would materially affect my decision to enter into this Release agreement. I further agree that I have accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. I assume the risk that the facts or law may be other than I believe.

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This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the same as my own free act and it is my intention to be legally bound hereby.

WITNESS my hand this _____ day of _____, 20_____.

Signed in the presence of:

CAUTION! READ BEFORE SIGNING!

PROPERTY OWNER:

VILLAGE OF PERRY, OHIO:

By: **James Gessic**, Mayor

APPROVED AS TO FORM:

James V. Loiacono, Solicitor

THIS IS TO CERTIFY THAT FUNDS ARE
AVAILABLE TO HONOR THE TERMS SET
FORTH HEREIN:

Brittany Schostek, Chief Fiscal Officer