**WAIVER AND RELEASE Hold Harmless Agreement**

Waiver and Release Hold Harmless Agreement

This **Waiver and Release Hold Harmless Agreement** (the "Agreement") is made and entered into as of **[Date]**, by and between **[Releasor Name]**, residing at **[Releasor Address]** (hereinafter referred to as the "Releasor"), and **[Releasee Name]**, residing at **[Releasee Address]** (hereinafter referred to as the "Releasee").

# Waiver And Release:

In consideration of [describe consideration, if any, provided by Releasee], the Releasor hereby waives, releases, and discharges the Releasee from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to [describe the event, activity, or circumstance for which the release is given].

# Hold Harmless Agreement:

1. The Releasor agrees to indemnify, defend, and hold harmless the Releasee from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any acts or omissions of the Releasor, whether arising from negligence, willful misconduct, or otherwise.
2. The Releasor acknowledges and assumes all risks associated with the event, activity, or circumstance for which the release is given.

# Indemnification:

1. The Releasor's duty to indemnify under this Agreement includes, but is not limited to, claims arising from the Releasor's negligence, willful misconduct, or violation of any laws or regulations.
2. The Releasee agrees to promptly notify the Releasor in writing of any claim or action for which indemnity is sought under this Agreement. The Releasor shall have the right to assume control of the defense of such claim, at its sole cost and expense, with counsel reasonably acceptable to the Releasee.
3. The Releasor shall not settle any claim without the written consent of the Releasee, which shall not be unreasonably withheld.

# Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the **[State/Country]**, without regard to its conflicts of law principles.

# Amendments:

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

# Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this **Waiver and Release Hold Harmless Agreement** as of the **Effective Date** first above written.

**[Releasor Name] [Releasee Name]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Company Name] [Company Name]**

**[Contractor’s Title] [Client’s Title]**

[Date] [Date]