



PROPERTY DAMAGE RELEASE

For your protection, California Law requires the following to appear on this form.

- 1) It is unlawful to:
a) Knowingly present or cause to be presented any false or fraudulent claim for the payment of a loss, including payment of a loss under a contract of insurance.
b) Knowingly present multiple claims for the same loss or injury, including presentation of multiple claims to more than one insurer, with an intent to defraud.
c) Knowingly cause or participate in a vehicular collision, or any other vehicular accident, for the purpose of presenting any false or fraudulent claim.
d) Knowingly prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support or any such claim.
2) Every person who violates any provision of this section is punishable by imprisonment in the state prison, for two, three or five years, or by fine not exceeding twenty-five thousand dollars (\$25,000), or by both.

That I/We, \_\_\_\_\_

being of the lawful age of eighteen (18) years, for and in consideration of the sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), receipt of which is hereby acknowledged, do hereby release and forever discharge and by these presents do for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, release and forever discharge Monterey Mechanical Co. and successors, affiliates and assigns, and/or his, her or their associates, heirs, executors and administrators from any property damage claim, demand, right or cause of action arising out of or in any way connected with that certain accident, resulting therefrom which occurred on or about the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ at or near

And I/we do hereby release and forever discharge Monterey Mechanical Co., its officers, agents, employees, attorney and independent contractors employed or retained by it and its, and/or his, her or their successor, affiliates, assigns, associates, heirs, executors and administrators from any and all liability of whatever nature arising from the handling, processing, investigation and defense by them or any of them of any and all of the claims herein involved.

AS A FURTHER CONSIDERATION AND INDUCEMENT FOR THIS COMPROMISE SETTLEMENT, AND PAYMENT, IT IS EXPRESSLY WARRANTED AND AGREED.

- (1) That this is a full and final release of any and all claims arising out of said accident and expressly includes, but is not limited to, all unknown and unanticipated property damage resulting from said accident, causality or event, as well as those now disclosed.
(2) That this is a compromise settlement of a doubtful and disputed claim, and that the payment of the consideration for this release shall not be deemed or construed as an admission of liability on the part of any and all of the releases herein described, but on the contrary, any such liability is expressly denied.
(3) That in executing this release I/we do hereby waive all rights and benefits which I/we have or in the future may have under and by virtue of the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows: "A general release does not extend to the 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"
(4) That there are no liens, or claim of liens, or assignments in law or equity, or otherwise, of, or against, the claim or cause of action the undersigned herein; further that the undersigned is fully entitled to give complete release and discharge.

As part of the consideration for this release I/we hereby expressly waive the provision of Section 426.10 and 426.30 of the Civil Code of Procedure of California and by this waiver agree that this release or any dismissal with or without prejudice of any action brought by me/us on account of any claim arising out of the accident or occurrences involved herein, shall not release or be a bar to the prosecution of any action now pending or to be brought in the future against me/us by any person, firm, corporation or other entity released hereunder.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND NATURE OF THE FOREGOING RELEASE AND WARRANTS THAT THE RELEASE CONTAINS THE "ENTIRE AGREEMENT" BETWEEN THE PARTIES HERETO AND NO PROMISE, INDUCEMENT OR AGREEMENT NOT EXPRESSLY CONTAINED HEREIN HAS BEEN MADE.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_