

FULL RELEASE OF ALL CLAIMS AND LIABILITY AND DISCLAIMER

Top Soil

That the undersigned has voluntarily asked for top soil material and does hereby and for his heirs, executors, administrators, successors and assigns release, acquit and forever discharge the City of Carthage, Texas, its agents, servants, successors, and all other persons, firms, corporations, associations or partnerships acting with or on behalf of the City of Carthage of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, personal injuries, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries and property damage and the consequences thereof resulting from any use or contact with the top soil material and its contents.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

NO EXPRESS NOR IMPLIED WARRANTY INCLUDING MERCHANTABILITY AND FITNESS IS MADE TO THE TOP SOIL MATERIAL IN ANY MANNER.

Do not sign this release if you do not understand it and if you do not fully agree to the release of liability and loss and disclaimer. You are allowed to examine and inspect the top soil. You ask for and obtain the top soil material "as is" without warranty.

Signed this _____ day of _____, _____

Signature

Print Name

Address

Phone # _____

DL # _____