

RELEASE OF ALL CLAIMS

1. FOR AND IN CONSIDERATION of the inspection/repair/replacement of my Furnace, bearing model number _____ and serial number _____ (the Furnace), the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, acquit and forever discharge [insert name of company that distributed the furnace] and any and all other RELEASED PARTIES (as defined below) of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, in any way growing out of, or arising from my ownership and/or use of the Furnace, including but not limited to claims for property damage, personal injury or other intangible injury.
2. The RELEASED PARTIES means _____ [insert name of company that distributed the furnace], Consolidated Industries Corp., and any other entity who designed, manufactured, sold, distributed, marketed, installed, serviced, repaired or replaced the Furnace; and their divisions, parents, subsidiaries, affiliates, predecessors, successors, divisions, joint ventures and assigns, and each of their past or present directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, spouses, heirs, related or affiliated entities, any entity in which they have a controlling interest, any members of their immediate families, or any trust of which they are the settlor or which is for the benefit of them. I/we expressly include within the scope of this release all persons, firms or corporations that are, or may be, liable as joint tortfeasors of the Released Parties named herein.
3. WARNING: ALL PERSONS SIGNING THIS RELEASE MUST READ AND UNDERSTAND IT IN ITS ENTIRETY AND TRULY INTEND TO TERMINATE, IRREVOCABLY, ALL THEIR RIGHTS TO FURTHER PURSUE OR PROSECUTE THEIR CAUSES OF ACTION, DEMANDS OR CLAIMS AGAINST THE DESCRIBED RELEASED PARTIES.
4. I/we understand that I/we are waiving all rights under Section 1542 of the California Civil Code, to assert a claim that may now exist or that may arise in the future based on facts that may be unknown to me/us now. Section 1542 provides 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 debtor. By waiving this provision, I/we expressly have, fully, finally, and forever settled and released any and all claims arising from my/our ownership of the Furnace, whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, may exist in the future, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.
5. I/we rely wholly upon my/our own judgment, belief and knowledge of the nature, extent and duration of any personal injury and/or property damage that I/we have suffered, and I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, damages or any other matters, made by the persons, firms, or corporations who are hereby released, or by any person or persons representing him or them.
6. It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied.
7. This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual.
8. I/we represent that I/we am/are the sole owner(s) of the Furnace and that I/we have complete authority to execute this release.
9. It is the intention of the undersigned in signing this release to bind myself/ourselves, my/our spouse(s), heirs, executors, administrators and assigns.
10. I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

