

Property Damage Release Agreement

This Release for DAMAGE TO PROPERTY (this "Release) is made on _____ between _____ at _____, _____, _____, _____ ("Releasor") and Bulloch Dirt Works Inc., at 995 N Lund Highway, Cedar City, UT 84721 ("Releasee").

1. Releasor and anyone claiming on Releasor's behalf release and forever discharge Releasee and its affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released parties arising out of or relating to:

a. **Snow Removal on personal property:** For Snow removal services to be performed by Bulloch Dirt Works and its employees at the request of (the above party)--recognizing that Bulloch Dirt Works is not a traditional snow removal service or uses traditional snow removal equipment, but uses excavation equipment which is not intended for the purpose for which it is being used at the request of the Releasee. Bulloch Dirt Works does not accept responsibility for damage done by the equipment or its operators to the property or anything or anyone on the property which includes but is not limited to: home, driveway asphalt, gravel, concrete or stone walls, trees and landscaping, parked vehicles, out buildings or any other items stationary on not on the premises.

OR

b. **Towing of vehicles:** Towing of vehicles from ditches, embankments or "over the edge" with nontraditional towing methods. It is the responsibility of the Releasor to understand how to properly attach and where to safely attach anything to the "Towed Vehicle" to avoid vehicle damage. It is a violation of this agreement for the Releasee to attach anything of any kind to the Releasor's vehicle.

OR

c. **Other (fill in):**

2. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.

3. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, and successors. Releasor has the authority to release the Claims and has no assigned or transferred any Claims to any other party, the provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of the Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms o this Release shall be governed by and construed in accordance with the laws of the State of Utah.

4. Both parties represent they fully understand their right to review all aspects of this Release with Attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release.

SIGNATURES

Signature of Releasor

Date

Printed Name of Releasor