



INVEST ATLANTA
Atlanta's Development Authority

INVEST ATLANTA
For Access to the Property
included in the Development
Manager for 33 Pryor St. RFP

FULL, COMPLETE, AND GENERAL RELEASE

1. The Releasor does hereby for themselves and for their successors, agents, and assigns, release and forever discharge the City of Atlanta ("City") and Invest Atlanta ("IA"), along with any successors and predecessors, agents, employees, and contractors, (collectively, "City"), of and from any and all actions, causes of action, suits, proceedings, damages, costs, losses, obligations, claims, judgments, and demands of every kind and nature whatsoever, whether in law or in equity, known or unknown, foreseen or unforeseen, mature or unmatured (collectively "Claims"), which Releasor ever had, now have, or hereafter can, shall, or may have against the City or IA from the beginning of time through the date of this Release Agreement arising out of or relating to entry into the property known as 33 Pryor St, SW Atlanta, Fulton County, Georgia 30303 (the "Property") on February 6th 2025.
2. Releasor understands that it may later discover claims or facts that may be different from, or in addition to, those that it or any other Releasor now knows or believes to exist regarding the subject matter of the release contained in this Section 1, and which, if known at the time of signing this Release Agreement, may have materially affected this Release Agreement and Releasor's decision to enter into it and grant the release contained in Section 1. The Releasor hereby waives any right or claims that might arise as a result of such different or additional Claims or facts.
3. It is understood and agreed that this release is made and entered into for the purpose of providing access to the Property as part of the procurement process, and that this release is not to be construed as an admission of liability on the part of City or IA, but is made to protect the interests of the parties and to avoid litigation and related expenses. Releasor further declares and represents that no promise, inducement, or agreement not herein expressed, has been made to them and that this Release Agreement contains the entire agreement among the parties and that the terms of this Release Agreement form a legally binding contract. Releasor understands and intends that this release will result in a complete freedom from liability for the City and IA related to access to the Property and that the protections of this release are intended to be extended to parties not herein named.

Each Party represents and warrants to the other Party that it has the legal right, power, and authority to enter into this Release Agreement, to grant the release contained herein and to perform its obligations hereunder.

I expressly acknowledge that entry of the Property is at my own risk and that the Property may contain hazardous constituents, including but not limited to asbestos, lead based paint, mold, and polychlorinated biphenyls. I further acknowledge that the Property is dilapidated, has been abandoned, may have suffered structural deterioration, and has experienced unauthorized entry by transients.

By signing this document, I agree to follow applicable safety standards and accept full responsibility to comply with appropriate safety measures and exercise the degree of care and safety necessary and appropriate entry at the Property. I further agree not to disturb any structures or personal property at the Property.

I understand and agree that the City assumes no guaranty or responsibility as to the safety, security or appropriateness of the Property for any activities or work conducted by third parties inside it.

This general waiver, release and indemnity shall remain in effect through the duration of the activities of the releasing party, written in above, occurring within the Property.

Releasor represents and warrants to the City and IA that it has the legal right, power, and authority to enter into this Release Agreement, to grant the release contained herein and to perform its obligations hereunder.

The undersigned executes this document voluntarily with full understanding of its terms and conditions.

IN WITNESS WHEREOF, the undersigned have executed this Release on this _____ day of February 2025.

Signature:

Releasor Name:
Position/Title: