

General Release, Indemnification and Hold Harmless Agreement

This General Release, Indemnification and Hold Harmless Agreement ("Agreement") is made on this ____ day of August, 2018, between the City of Rochelle, at 420 North 6th St., Rochelle, IL 61068 ("Releasor") and Kennay Farms Distilling, LLC, at 8991 S. Prairie Rd., Ashton, IL 61006 ("Releasee").

IN CONSIDERATION OF being permitted to enter on the properties commonly known as 427 N. 6th Street, Rochelle, IL 61068, and 421 N. 6th Street, Rochelle, IL 61068, owned by Releasee, in order to perform firefighter and police training on the properties (the "Training"), and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, the undersigned hereby agrees as follows:

1. Releasor and anyone claiming on Releasor's behalf releases, waives, and forever discharges Releasee and its managers, members, agents, successors and assigns (collectively, the "Released Parties"), in their individual capacity from any and all claims, loss, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or may in the future have against Releasee or any of the Released Parties arising out of or relating to the Training ("Claims").
2. Releasor, to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend the Released Parties and each of them from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including but not limited to attorney fees, arising out of or related to the Training, whether caused by the negligence of Releasee, its employees, or agents.
3. Releasor assumes full responsibility for and risk of bodily injury, death or property damage, with the expressed exclusion of any property damage to the buildings located at 427 N. 6th Street, Rochelle, IL 61068, and 421 N. 6th Street, Rochelle, IL 61068, due to the negligence of the Released Parties or otherwise while in, about or upon the property of Releasee during the Training.
4. 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.
5. This Release shall be binding upon the parties and their respective successors and assigns. Releasor has the authority to release the Claims and has not 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 and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Illinois.
6. 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

Signature of Releasee

Date

Kennay Farms Distilling, LLC
Printed Name of Releasee

