



## RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into by and between KOCE-TV Foundation, Inc. ("KOCE") and \_\_\_\_\_ ("City") on this \_\_\_\_ day of \_\_\_\_\_, 2004 ("Effective Date").

WHEREAS, the KOCE has developed a project to initiate community involvement and promote creativity to result in the advancement of education ("Butterfly Project");

WHEREAS, City desires to participate in the Butterfly Project with KOCE-TV Foundation and obtain certain works of art; and

THEREFORE, in consideration of the mutual promises and undertakings herein, the parties agree as follows:

1. As a part of the Butterfly Project, KOCE will be selling butterfly sculptures at designated locations and through other media such as through the KOCE web site. The sculptures will be available in a form readied for decoration. City will receive one (1) butterfly sculpture as a part of the Butterfly Project for a reduced price.

2. In consideration for the opportunity to participate in the Butterfly Project and receive a butterfly sculpture for a reduced price, City hereby agrees to release, defend and hold harmless KOCE, its project partners, donors for the Butterfly Initiative and Butterfly Project, and their respective directors, employees, representatives, agents and affiliates from and against any and all liability, claims, demands, actions or rights of action, of whatever kind or nature, whether either in law or equity, arising from or by reason of any bodily injury, known or unknown, or property damage to and or from actions or omissions to act relating to the sculpture and/or City's participation in and related to the Butterfly Initiative and the Butterfly Project. City waives the benefit of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor as the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. KOCE has the right to photograph and videotape any representative of the City and the butterfly sculpture provided to the City, (in its initial state and following its decoration) and uses such photographs and videotapes for publicity and educational purposes.

4. This Agreement and all covenants and releases set forth herein shall be binding upon and shall inure to the benefit of the respective parties hereto, their legal successors, heirs, assigns, partners, attorneys, officers, directors and shareholders.

5. This Agreement is governed by and construed in accordance with the laws of the State of California, without regard to its choice of laws or principles. In the event of a dispute, the prevailing party in any proceeding will be entitled to reasonable attorneys fees and costs of any legal proceedings in addition to any other relief to which it may be entitled.

6. No waiver shall be effective unless in writing signed by the party claimed to have waived. This Agreement and any of its provisions may only be modified, waived, discharged or terminated in writing signed by the parties.



RELEASE AGREEMENT

The parties have read the foregoing Agreement and accept, agree to the provisions contained therein and execute it voluntarily and with full understanding of its consequences.

KOCE-TV Foundation

City

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_