# SUBCONTRACTOR'S FINAL RELEASE OF CLAIMS AND WAIVER OF MECHANICS' AND SUPPLIERS' LIENS

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the undersigned ("Subcontractor"), by contract with an effective date of

 (the "Subcontract"), with ("Contractor"), did furnish labor and/or materials utilized in connection with a contract between Contractor and St. Clair Hospital (“Owner”) to make improvements to real property owned by the Owner, which property and/or improvements are described or more commonly known as located at , Pennsylvania (the "Project").

NOW THEREFORE, this day of , 2018, for and in consideration of all sums paid heretofore under the Subcontract and the sum of Dollars ($ ) paid simultaneously herewith, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned, on behalf of itself and anyone acting or claiming through or under it, and intending to be legally bound, acknowledges that it has been paid in full for all labor, services, materials, fixtures, equipment, apparatus or machinery furnished or work performed for the Project (collectively the "Work") and does hereby unconditionally and without reservation waive, release, remise and relinquish any and all actions, demands, debts, set- offs, claims and any liability whatsoever, including without limitation claims for disputed work, extra work, impact costs, inefficiency or delay, whether in contract, tort (including negligence of all kinds) or otherwise, whether known or unknown, whether accrued or unaccrued, arising out of or related, directly or indirectly, to the Work, the Subcontract or the Project which it had, has or may have against the Owner, the Owner's real property where the Project is located and/or the Contractor, and their respective officers, agents, employees, successors and assigns, and further, on behalf of itself and anyone acting or claiming through or under them, hereby waives and releases any mechanic's, materialman's or similar liens or stop notices and all rights to file any such liens or notices in the future against the real property where the Project is located, and the improvements thereon and on the monies or other consideration due or to become due from the Owner and/or Contractor for the Work, and agrees to defend, indemnify and hold harmless the Owner and/or the Contractor from and against any and all costs and expenses (including reasonable attorney fees and costs) resulting from any such claim or lien.

*(Subcontractor Signature)*

Date: Title:

COMMONWEALTH OF PENNSYLVANIA )

) ss:

COUNTY OF [**INSERT COUNTY**] )

On the day of , 2018, before me personally came [**INSERT NAME**], to me known, who being by me duly sworn, did depose and say that he/she resides at [**INSERT ADDRESS**]; that he/she is [**INSERT TITLE**] of [**INSERT COMPANY NAME**], the corporation that executed the foregoing instrument and that he/she signed his or her name thereto by order of the Board of Directors.

*(Signature)*

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