

## AGREEMENT AND GENERAL RELEASE

This Agreement and Release ("Agreement") is made and entered into by and between the District of Columbia ("District"), acting by and through the Child and Family Services Agency ("CFSA"), and \_\_\_\_\_ ("Resource Parent[s]"), collectively referred to herein as the "Parties".

**WHEREAS**, the Parties agreed that CFSA will reimburse Resource Parent[s] for damage to the property located at \_\_\_\_\_, committed on or about \_\_\_\_, 20\_\_\_\_, by a child in CFSA foster care in the care of Resource Parent[s], for the following item[s]:

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

**WHEREAS**, the Parties agreed to the terms contained herein.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the Parties agree as follows:

1. CFSA agrees to pay Resource Parent[s] the total amount of \$\_\_\_\_\_, as full and final reimbursement for any and all damages to the above listed property and item[s].
2. This Agreement is only applicable to the property damage described above, and not any physical or emotional injuries suffered by any party.
3. Neither this Agreement nor the offer of Resource Parent[s] to enter into this Agreement shall in any way be construed as an admission that any party acted wrongfully or negligently with respect to the property damage or that Resource Parent[s] has [have] any rights whatsoever against CFSA or the District, any successor entity, their agents or any other party. CFSA and the District specifically disclaim any liability or wrongful or negligent act on the part of themselves, their employees and their agents.
4. Resource Parent[s], and on behalf of [his/her/their] representatives, successors and assigns, agree[s] to defend, indemnify and hold harmless CFSA and the District, their officials, officers, employees and agents, from and against any and all charges, complaints, claims, actions, causes of action, debts, costs, losses, demands, suits, liabilities, obligations, promises, judgments, damages and expenses (collectively and hereinafter "Claims"), including all attorney's fees and costs, arising out of the property damage.
5. This Agreement shall be binding to the benefit of the Parties and hereby irrevocably and unconditionally releases, acquits, and forever discharges CFSA and the District, their employees, agents, attorneys, successors, heirs, executors, and assigns, of and from any and all Claims of any nature whatsoever arising out of the property damage, including attorney's fees, known or unknown, suspected or unsuspected, by Resource Parent[s] or respective heirs, administrators, personal representatives, executors, successors and assigns.
6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties pertaining to the subject matter hereof.
7. The Parties acknowledge that Resource Parent[s] has[have] been given opportunity to review this Agreement with an attorney prior to signing.

**WHEREOF**, The Parties have caused this Agreement to be executed by their duly authorized representative.

**For the Child and Family Services Agency**

**For the Resource Parent[s]**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_