



LOCAL 211 INTERNATIONAL UNION OF OPERATING ENGINEERS

ALLIED BUILDING INSPECTORS

225 BROADWAY, 43RD FLOOR, NEW YORK, NY 10007



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WELFARE FUND RELEASE AND INDEMNIFICATION

I, _____ (SS# _____), am the _____ (relationship – i.e. son, daughter, niece, nephew) of _____, deceased (the "Deceased Participant"), being over the age of eighteen years and residing at _____, in consideration of the approximate sum of \$ _____ received from ALLIED BUILDING INSPECTORS WELFARE FUND (the "Fund"), receipt of which is hereby acknowledged, do hereby aver and state under oath:

1. **Release.** I hereby release and discharge the said Fund, its Trustees, managers, administrators, employees and other agents, (the "Fund Entities") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgements, extents, executions, claims, and demands whatsoever, in law, admiralty, or equity, which against the Fund Entities, I, my heirs, executors, administrators, successors, or assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this release.
2. **Indemnification.** I hereby indemnify and hold harmless the Fund Entities against any and all claims, assessments, demands, judgments, liabilities, damages and obligations (including, without limitations, attorneys' fees and costs) incurred, sustained or required to be paid by said Fund Entities, in connection with (i) the inaccuracy of any representations or statements made by the undersigned in this Release and Indemnification and any other documentation or information submitted by me or (ii) any other loss incurred by the Fund Entities because of the Fund Entities' reliance upon this Release and Indemnification. The Fund Entities shall be entitled to reasonable attorneys' fees and the expenses of enforcing its right under this section to indemnification.
3. This Release and Indemnification may not be changed orally.

I have reviewed this Release and Indemnification and fully understand the provisions set forth herein. I affirm under penalty of perjury under the laws of the State of New York the foregoing is true and correct.

Date

[Insert Name of Affiant]

State of _____

)

) ss:

County of _____

)

On _____, before me, the undersigned, a notary public in and for said county and state, personally appeared _____ known to me to be the person whose name is subscribed to the above instrument and acknowledged that he/she executed the same.

Notary Public