

**Contractor's Affidavit  
Release and Waiver of Claims**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
(Name) (Title) (Contractor)

being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project: \_\_\_\_\_.
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.
5. Notwithstanding the foregoing, if the City of Winston-Salem or property of the City of Winston-Salem is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the City of Winston-Salem harmless for any amount which the City of Winston-Salem is required to pay to discharge such lien or settle such claim and further will pay the City of Winston-Salem's expenses, costs and attorney fees incurred in connection therewith.
6. All claims, suits and proceedings of every name, description or nature arising out of the above project against the City of Winston-Salem, its officers, employees and agents, have been settled.
7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against the City of Winston-Salem arising in any manner from the construction of the above-described project.
8. This Contractor's Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.

Sworn and Subscribed Before Me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Title

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Date