

## **Global Release Agreement**

This Global Release Agreement ("Agreement") is made and entered into as of \_\_\_\_ April, 2025, between:

**The School Board of Clay County:** 900 Walnut Street, Green Cove Springs, FL 32043;

and

**General Contractor:** Blackwater Construction Services LLC, 3715 NW 97th Blvd. Suite B Gainesville, FL 32606;

and

**Subcontractor:** Gary Rodgers Plumbing Company, Inc., 6915 Business Park Blvd, North, Jacksonville, Florida 32256;

(collectively "The Parties") and shall be effective the date this Agreement is fully executed by the Parties (the "Effective):

### **Recitals:**

WHEREAS the School Board of Clay County and General Contractor entered into an agreement for construction work at Middleburg High School, Florida; and

WHEREAS the General Contractor and Subcontractor have entered into a subcontracting agreement for plumbing work at Middleburg High School, Florida; and

WHEREAS a plumbing leak occurred on or around July 29, 2023, at Middleburg High School, Florida, ("the incident") resulting in property damage and potential bodily injury now and into the future.

NOW, THEREFORE, pursuant to the terms of both the agreement and the subcontracting agreement and for good and valuable consideration of \$645,419.07 paid by the Subcontractor within fifteen (15) days of execution of this certain agreement to the School Board, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Incorporation**

1.1. The above recitals are expressly incorporated into this Agreement.

### **2. Global Release:**

2.1. All parties, for themselves and their successors, assigns, entities, affiliates, and legal representatives, hereby releases and forever discharges all other parties to this agreement, their affiliates, insurers, owners, officers, directors, employees, agents, and representatives

(collectively, the "Released Parties") from any and all claims (including those for property damage, bodily injury, and attorneys' fees), actions, causes of action, demands, rights, damages, costs, expenses, and liabilities of whatever nature or kind, whether known or unknown, arising out of or in connection with the incident that occurred on or around July 29, 2023, at Middleburg High School, Florida.

### 3. Governing Law:

3.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws principles.

### 4. Entire Agreement:

4.1. This Agreement constitutes the entire informed understanding and agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings, oral or written, relating to such subject matter.

### 5. Severability

5.1. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.

### 6. Mutual Representations.

6.1. The Parties, and each respective representative executing this Agreement represents that they have the requisite legal authority necessary to execute this Agreement and to grant the release granted to each Party herein. The Parties also represent that they have not transferred or assigned any rights, claims, or causes of action related to this Incident to any person or entity, and that any and all claims are fully and completely settled with the execution of this Agreement.

IN WITNESS WHEREOF, the authorized and fully informed parties hereto have executed this Indemnity and Release Agreement as of the date first above written.

**School Board of Clay County**

By: \_\_\_\_\_ [Authorized Signatory]

[NOTARY SEAL]

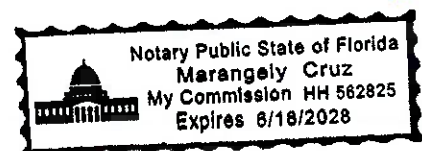
Title: \_\_\_\_\_

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

**Blackwater Construction Services, LLC**

By: \_\_\_\_\_ [Authorized Signatory]

*Marangely Cruz*  
[NOTARY SEAL]



Title: President

Date: 06/25/2025

**Gary Rodgers Plumbing Company, Inc.**

By: [Signature] [Authorized Signatory]

Title: President

Date: 6/25/2025

[NOTARY SEAL]

[Signature]

