

THE RESPONSE DESK™

Hold Harmless & Release Agreement

Sample copy for review. You can read these terms before you sign up; your personalized copy is prepared with your onboarding packet.

This Hold Harmless & Release Agreement (“Agreement”) is entered into by **[Client Full Name]** (“Client”) in favor of **DPI Consulting** d/b/a The Response Desk, and its owners, employees, contractors, and agents (the “Released Parties”), effective as of **[Date]**.

1. Nature of the Service

The Client understands that the Company provides letter-drafting and communications-strategy services only, is not a law firm, and does not provide legal advice or legal representation. This includes any Situation Review, any research, and any reference to a code, act, or statute, which comes from preliminary research only and may not apply to the Client’s situation, may not be complete, and may have changed.

2. Reliance on Client Information

The Client represents and warrants that all facts, statements, and documentation provided to the Company are true, accurate, and complete to the best of the Client’s knowledge. The Company drafts in reliance on this representation and undertakes no independent verification.

3. No Guarantee of Outcome

The Client acknowledges that the Company makes no guarantee, promise, or warranty regarding how any recipient will respond to, act upon, or be affected by any letter, and that outcomes depend on facts, parties, and circumstances beyond the Company’s control.

4. Client’s Sole Discretion to Send

The Client alone decides whether, when, and how to send or use any letter drafted by the Company, and the Company has no control over that decision or its consequences. The Client sends every letter under the Client’s own name; the Company does not sign, send, or communicate with any recipient on the Client’s behalf. Where the Company has recommended that the Client consult a lawyer, any decision not to do so is the Client’s alone, and the Client accepts the consequences of that decision.

5. Release

To the fullest extent permitted by law, the Client, on behalf of the Client and the Client’s heirs, executors, and assigns, releases and forever discharges the Released Parties from any and all claims, demands, actions, damages, or liabilities of any kind, known or unknown, arising out of or related to: (a) the content, delivery, or outcome of any letter drafted by the Company; (b) the Client’s decision to send or not send a letter; (c) any response, retaliation, legal action, investigation, or other consequence resulting from a recipient’s receipt of a letter, whether the recipient is a person, business, or government agency; (d) any inaccuracy in Client Information; (e) any Situation Review, research, or reference to a code, act, or statute; (f) the Client’s decision not to consult a lawyer after the Company recommended it; or (g) any missed deadline. This release does not apply to claims arising from the Released Parties’ gross negligence, willful misconduct, or fraud, or to any claim that cannot be released under applicable law.

6. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Released Parties from any claims, demands, investigations, damages, losses, or expenses (including reasonable attorneys’ fees) brought by any person,

business, or government agency and arising from the Client's use of any letter, from inaccurate or incomplete Client Information, or from the Client's breach of this Agreement.

7. Frivolous Claims

If the Client brings a claim against any Released Party that is released by this Agreement, or that a court or arbitrator finds frivolous or brought in bad faith, the Client will pay that Released Party's reasonable attorneys' fees and costs of defending it.

8. No Admission

Nothing in this Agreement is an admission of fault or liability by any party.

9. Voluntary Agreement

The Client has read this Agreement, understands its terms, and signs it voluntarily, with the opportunity to consult independent legal counsel before signing.

10. Governing Law

This Agreement is governed by the laws of the State of **Wyoming**.

11. Severability

If any part of this Agreement is found unenforceable, that part will be limited only as much as necessary, and the rest of this Agreement remains in full effect.

Client: [Client Full Name]

Signature: _____ Date: _____

Printed Name: _____

Company: DPI Consulting d/b/a The Response Desk

Signature: _____ Date: _____

Printed Name: _____