

In consideration of Fluor Marine Propulsion, LLC (FMP) waiving its right to require adequate evidence of insurance liability coverage for service performed under Purchase Order _____, the undersigned hereby releases and forever discharges FMP, the United States Department of Energy, and each of them and their respective officers, agents, employees, successors, and assignees from any and all liabilities, claims, demands, actions or causes of action of whatever kind or character arising under and by virtue of said Purchase Order between the undersigned and FMP.

The undersigned also agrees to indemnify and hold harmless FMP, the United States Department of Energy, and each of them and their respective officers, agents, employees, successors, and assignees from and against any and all claims, fines and penalties, costs, liabilities and expenses including attorney fees, resulting from bodily injury, violation of State or Federal regulatory or permit requirements, sickness, disease, death, damage or destruction of property, or loss of use of property caused by or arising out of the Purchase Order between the undersigned and FMP.

This undersigned agrees that this Release shall be interpreted in accordance with the laws of the State in which the service is performed. Further, in the event that any one or more of the provisions contained in this Release shall, for any reason, be held invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Release.

Executed this ____ day of _____.

Signature: _____

Representative Name: _____

Title: _____

Company Name: _____