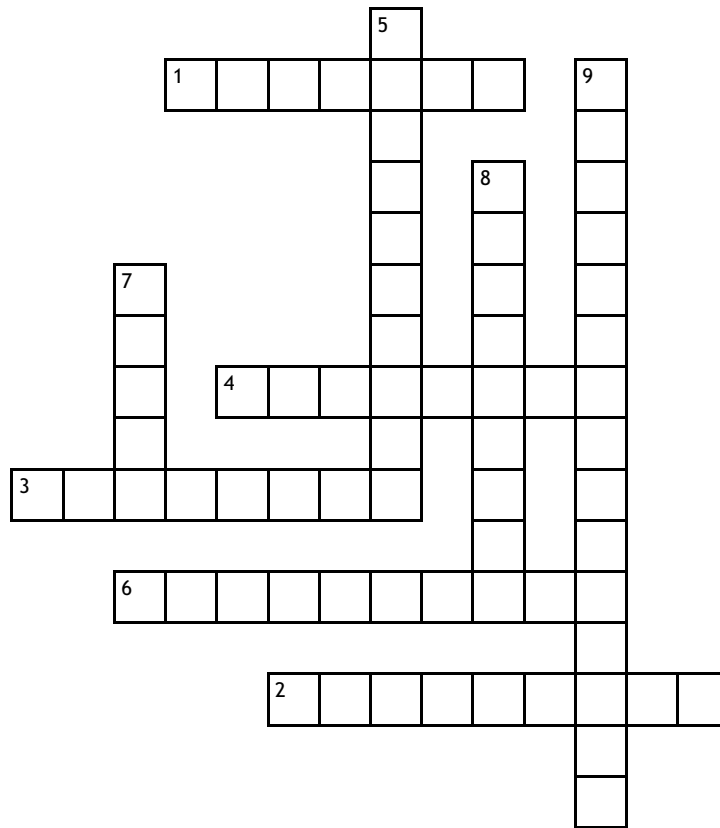


# Chapters 32-36 Review



## Across

- 1 A \_\_\_\_\_ extinguishes a claim or cause of action as would a prior judgment and is an absolute bar to any suit on the released matter.
- 2 An \_\_\_\_\_ arises from a promise by the indemnitor to safeguard or hold harmless against existing or future loss, liability, or both.
- 3 Typical indemnity language is “indemnify, save, protect, save/hold \_\_\_\_\_”
- 4 This typically depends on whether the release or indemnity agreements are \_\_\_\_\_ that run with the land.
- 6 This typically depends on whether the release or indemnity \_\_\_\_\_ are covenant that run with the land.

## Down

- 5 One particular concern is whether parties to a release or indemnity agreement are able to bind future \_\_\_\_\_ so as to shield them from future liability.
- 7 Even though the seller and buyer of real estate had agreed in their contract of sale that the property was being sold “as is,” the \_\_\_\_\_ could, nonetheless, still bring a claim under the SWDA.
- 8 A responsible party under the SWDA will be held liable without the need to establish \_\_\_\_\_
- 9 A release and an indemnity have \_\_\_\_\_ distinct from each other.