

rights, duties or obligations under or arising from the contracts, including no obligation to perform further work during construction completion or under warranty thereafter and the parties release and discharge Jason Stanley and hold him harmless thereon." Hemmelgarn also signed the release and continued the project from that point on without Stanley's help. He proceeded to collect roughly \$35,000 more from Crawford in weekly draws after Stanley withdrew from the project. In December 2006, a severe storm with high winds hit the area. As a result of the storm, Crawford had the building inspected and discovered significant problems beyond anything caused by the wind. In particular, the inspection revealed that the steel frame was not plumb, that the steel had been incompletely and incorrectly assembled, and that other material problems existed. The inspector recommended disassembling the building, straightening the steel, if possible, and then reinstalling new insulation, roofing, siding, and trim. The inspector characterized the building as "unsafe in its current condition," adding that it "obviously [had] been erected by inexperienced or otherwise unqualified people." Crawford learned that it would cost more than \$201,000 for labor and new materials to disassemble the building and put it together correctly. The church sued Stanley and Hemmelgarn for negligence, breach of contract, and fraud. Stanley claimed that the release agreement protected him from liability. The church argued that the release was invalid because Stanley had provided no consideration in exchange for the release. Did he?

2006 to discuss the construction of a new worship facility. The church had acquired a parcel of land, cleared the property, and purchased a large prefabricated building. Crawford was interested in having Stanley and Hemmelgarn erect the steel frame and assemble the building. After some discussions, Hemmelgarn drafted a proposed labor contract providing that Stanley and Hemmelgarn would construct the building for \$36,800, to be paid in weekly draws based on total hours worked. The offer was accepted and the contract was formed in June 2006. Later that summer, Stanley and Hemmelgarn informed Crawford that they were having trouble erecting the structural steel because the labeling and numbering on the steel beams had been worn away since the building packaging had been delivered two years before. As a result of delays caused by the problem, Stanley and Hemmelgarn asked Crawford for another \$20,510 to cover their increased labor expenses. The church's board approved a written amendment to the contract, raising the total project cost to more than \$66,000. Stanley and Hemmelgarn continued their work on the building, taking weekly draws against the total contract price. By October 2006, Crawford had already paid Stanley and Hemmelgarn draws of approximately \$56,000 against the \$66,000 total project bid. At this point, the men had collected about 85 percent of the total bid price but had finished only about 50 percent of the construction. In October, Stanley met with Crawford and presented him with a written release agreement. He explained that he was having personal and professional problems that prevented him from devoting the necessary time to the construction project and asked Crawford to release him from the agreement to erect the worship facility. Stanley later testified that he and Crawford had agreed that Stanley would forego payment for 20 to 30 hours of work in exchange for a release from further obligations. Crawford signed the release, which provided that, "Jason Stanley is released as a party to these contracts and Jason Stanley shall have no further

- ③. Crawford, the pastor of the Word of God Church, met with Stanley and Hemmelgarn in the summer of