

FULL AND COMPLETE RELEASE

WHEREAS, on or about \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
("\_\_\_\_\_"), an adult resident citizen of \_\_\_\_\_ County, \_\_\_\_\_, was  
involved in an automobile accident on \_\_\_\_\_ in \_\_\_\_\_  
County, \_\_\_\_\_, when the car he was driving collided with a vehicle driven by  
\_\_\_\_\_ ("\_\_\_\_\_"), who was insured by \_\_\_\_\_  
("\_\_\_\_\_"); and

WHEREAS, \_\_\_\_\_ has made a claim for alleged damages resulting from  
the accident against \_\_\_\_\_; and

WHEREAS, a dispute subsequently arose between \_\_\_\_\_ and  
\_\_\_\_\_, as the insurer of \_\_\_\_\_, regarding liability for the  
accident and any damages to \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_, while denying that  
\_\_\_\_\_ is, or was, liable to \_\_\_\_\_, or to anyone else, including  
\_\_\_\_\_, the wife of \_\_\_\_\_, for any amount whatsoever as a result  
of the aforesaid accident, and further denying that \_\_\_\_\_ is, or was, liable to  
\_\_\_\_\_ or \_\_\_\_\_ for any alleged damages resulting from the  
aforesaid accident, or which could arise out of the aforesaid accident, have, nevertheless, offered  
to pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to  
\_\_\_\_\_ and \_\_\_\_\_ upon the condition that they accept said  
amount as a full and complete compromise and settlement of any and all injuries, damages, and  
other type claims, grievances, demands, actions, or causes of action, of whatever nature, which  
they have, have had, or may hereafter have, against \_\_\_\_\_ or

\_\_\_\_\_, and all of its parents, affiliates, subsidiaries, and any other entities in privity with it, and each of its officers, directors, employees, agents, servants, attorneys, successors and assigns, which arise from, or pertain in any manner to, the aforesaid accident, or any injuries or damages, personal and/or property, resulting therefrom which are being asserted, which could have been asserted, and which have been asserted; and

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ represent that they are both adults and have agreed to accept the above and foregoing amount upon the above and foregoing conditions;

NOW, THEREFORE, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, \_\_\_\_\_ and wife, \_\_\_\_\_, jointly and severally, for ourselves, our heirs, administrators, executors and assigns, do hereby release, acquit and forever discharge \_\_\_\_\_ and \_\_\_\_\_, its parent corporations, and all of its affiliates, subsidiaries, and other entities in privity with it, and each of its officers, directors, employees, agents, servants, attorneys, successors and assigns, from any and all losses, injuries, claims, demands, actions, causes of action, payments, costs, expenses, damages, liability, or grievances of any nature whatsoever which we have had, which we may now have, or which we may hereafter have, which in any manner pertain to, relate to, or arise from any personal injury, known and unknown, property damage, known and unknown, or any other loss of any nature whatsoever sustained as a result of the aforesaid vehicular accident which occurred on or about \_\_\_\_\_, \_\_\_\_\_, involving the vehicle driven by said \_\_\_\_\_ and the vehicle driven by \_\_\_\_\_.

For the same consideration, we, \_\_\_\_\_ and \_\_\_\_\_, jointly and severally, do hereby agree, understand and acknowledge that this release shall be and constitute a complete and total bar to the maintenance of any action or suit, at law or in equity, against \_\_\_\_\_ and/or \_\_\_\_\_, its parent corporations, and all of its affiliates, subsidiaries, and any other entities in privity with it, and each of its officers, directors, employees, agents, servants, attorneys, successors and assigns, based upon or in any manner pertaining to any losses, injuries, claims, demands, actions, causes of actions, payments, costs, or expenses, which arise from, or in any manner pertain to, any injury or damage to person or property which may have been sustained as a result of the aforesaid vehicular accident.

And for the same consideration, we, the undersigned, \_\_\_\_\_ and wife \_\_\_\_\_, jointly and severally, for ourselves, our heirs, administrators, executors and assigns, do hereby agree to defend, indemnify and hold harmless the aforesaid \_\_\_\_\_, her heirs, executors, administrators and assigns, and \_\_\_\_\_, its parents, affiliates, subsidiaries, and any other entities in privity with it, and each of its officers, directors, employees, agents, servants, attorneys, successors and assigns, from any and all costs, expenses, or liability which they may hereafter incur, jointly or severally, as a result of, or in any manner pertaining to, any injuries or damages, of whatsoever kind or nature, sustained by \_\_\_\_\_ and/or \_\_\_\_\_, on or about \_\_\_\_\_, \_\_\_\_\_, in or as a result of said vehicular accident.

It is expressly understood and agreed that the amount being paid under the terms of this agreement is in consideration of the settlement of a doubtful claim, and that any an all liability is expressly denied by \_\_\_\_\_ and \_\_\_\_\_, and that the making of this settlement agreement and the payment of said \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) is not to be construed as an admission of liability on the part of \_\_\_\_\_ or \_\_\_\_\_.

WITNESS OUR SIGNATURES this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, for and on behalf of \_\_\_\_\_, attorneys for \_\_\_\_\_ and \_\_\_\_\_, have explained to my clients the terms of this Full and Complete Release, and they have represented to me that they fully understand the terms thereof and their significance, and have freely and voluntarily signed this Full and Complete Release.

This the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, \_\_\_\_\_ and wife, \_\_\_\_\_, who acknowledged that they have this day signed and executed the above and foregoing Full and Complete Release for the purposes therein stated, after having first duly read completely the same, and after having had the benefit of their attorney's advice and an understanding of all the terms thereof.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission Expires:

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NOTARY PUBLIC