

## **RELEASE AND SETTLEMENT AGREEMENT**

**CAUTION: THIS IS A FULL & FINAL GENERAL RELEASE EXECUTED WITHOUT LIMITATION(S) FOR ANY & ALL CLAIMS, ACTIONS OR DEMANDS AMONG THE EXECUTING PARTIES**

**THIS IS AN IMPORTANT LEGAL DOCUMENT.  
PLEASE READ & REVIEW BEFORE SIGNING.**

**THIS RELEASE AND SETTLEMENT AGREEMENT** (hereinafter called the “Agreement”) is made by and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and among [INSURED INDIVIDUAL], individually, a resident of \_\_\_\_\_, [STATE]; and [INSURED] a corporation having offices at one time or another in or near \_\_\_\_\_ (each of whom are hereinafter called “Releasors”) **AND** [INSUROR] (which is hereinafter called “Releasee”).

**THIS RELEASE AND SETTLEMENT AGREEMENT** arises from: a) [INSUROR] Claim Number \_\_\_\_\_ for a [TYPE OF CLAIM] claim(s) ( hereinafter the “claim(s)”) asserted by Releasors pursuant to the terms and conditions of a [INSUROR] insurance policy bearing Policy Number \_\_\_\_\_ that has a policy effective date beginning [DATE] and expiring on [DATE] ; and, b) and also arises from the parties’ intentions and desires to forever close and conclude that/those claim(s), along with any disputes or questions regarding the applicability of the coverages and protections afforded to each or either under the policy contract or at law and equity, and to terminate forever the relationship between the Releasors and the Releasee in any and all jurisdictions, whether arising from the policy, or any other contract, or from the statutory or common laws of any such jurisdiction(s).

### **RECITALS**

A. This Release and Settlement Agreement concerns certain claims and potential litigation arising out of an the claim(s) reported to occur [DATE OF LOSS] at or near [LOSS LOCATION] of Releasors.

B. No litigation has been filed in any court as a result of the claim(s) that could or might be asserted by anyone on behalf of Releasors, Releasors’ estates, or any successors or assigns of Releasors, nor is any such litigation anticipated by and between the parties to this Agreement, No proceeding has been opened or is contemplated to be opened in any court whatsoever or wherever situated regarding the claim(s) by Releasors, the payment contemplated by this Agreement and no personal representative, trustee or any other person having legal or equitable interest(s) in the claim(s) or the payment contemplated by this Agreement has been appointed, or is contemplated to be appointed to undertake any acts or proceedings regarding the claim(s).

C. The Releasors and Releasee herein desire to enter into this Release and Settlement Agreement in order to provide for payment in full settlement and discharge of any and all claims, actions, demands, or other proceedings among the parties to this Agreement which are or might have been the subject of the claim(s) or any other conduct, actions, investigation or undertakings regarding the claim(s) or the administration of the same by Releasee.

## **AGREEMENT**

The parties hereto hereby agree as follows:

### **Release and Discharge.**

In consideration of the payment to Releasors by Releasee called for herein, the Releasors hereby completely release and forever discharge the Releasee and said Releasee's past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, divisions, affiliates, partners, predecessors, and successors in interest, reinsurers, participating insurers, parent companies, heirs, executors, administrators, and assigns OF AND FROM ANY AND ALL PAST, PRESENT, PROSPECTIVE OR FUTURE CLAIMS, demands, obligations, actions, causes of actions, extra-contractual liability claims, rights, damages, remedies at law or in equity, costs, expenses and compensation of any nature whatsoever, whether based on tort, contract, or any other legal or equitable theory of recovery, be it common law or by statute, and whether for compensatory or punitive damages, which the Releasors may now have or which may hereafter accrue, become known, ripen or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the matters described hereinabove in paragraph "A" of the Recitals; or in the next preceding paragraph to paragraph "A" beginning with the phrase "**THIS RELEASE AND SETTLEMENT AGREEMENT**". This Agreement, on the part of the Releasors, is intended to be and shall be enforced as a fully binding and complete compromise and settlement between the Releasors and the Releasee, and their assigns and successors.

### **2. Indemnification and Hold Harmless Agreement.**

The Releasors, in their respective capacities as set forth hereinabove, agree to defend, indemnify, and hold the Releasee harmless from and against all claims, demands, obligations, actions, causes of actions, damages, costs and expenses presented, or which may hereafter be presented, including, but not limited to, attorneys' fees and other costs and expenses of defense, by any firm, person, trustee, government, government agency, regulatory body or corporation against the Releasee, specifically including, but not limited to, claims for indemnity, contribution, liens, or subrogation or other claim, including transaction claimed to be a preferential transaction asserted by any individual or other person, trustee, governmental entity, regulatory body firm, or corporation.

### **3. Payment.**

In consideration of the Release and Settlement Agreement set forth above, the Releasee

hereby agrees to pay \_\_\_\_\_ Dollars and No/100 (\$00,000.00) in one lump sum, after execution of this Release and Settlement Agreement and within a reasonable time thereafter so as to allow for collection, transmittal, and delivery of said funds to Releasors.

4. **Attorneys' Fees.**

Each party hereto shall bear all attorneys' fees and costs arising from or regarding the claim(s), the applicability of coverage and any potential litigation referred to herein, or to this Release and Settlement Agreement, or to the matters and acts of the claim(a) referred to herein, or in any manner associated with or regarding the [INSUROR] policy, the claim(s) or the potential litigation arising therefrom.

5. **Discharge of Obligation.**

Except as set forth herein, Releasors and Releasee further agree not to institute or otherwise pursue or participate in the pursuit of any further action against the other arising out of the claim(s) referred to in the Recitals portion of this Settlement and Release Agreement or matters related thereto, other than for the purpose of enforcing the provisions of this Settlement and Release Agreement, if necessary. However, at its election and in its sole discretion, Releasee may pursue an action in arising from its subrogation rights in its name to seek and enforce any remedy and recovery from any wrongdoer in accordance with its subrogation rights under its policy with Releasors. In the event of such pursuit of its subrogation remedy, and as further consideration for Releasee's payment hereunder, Releasors agree to assist and cooperate with Releasee in any and all reasonable respects to assist Releasee in the pursuit of that subrogation claim against the wrongdoer(s).

6. **Warranty or Capacity to Execute Agreement.**

The Releasors represent and warrant that no other person or entity now has or has had any interest in the claims, demands, obligations, the insurance policy, or any cause of action referred to in this Release and Settlement Agreement, and that they have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified in it, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in the Release and Settlement Agreement; and that no estate proceeding has been opened in any court in any state of jurisdiction regarding the Releasors or the payment contemplated by this Agreement.

7. **Entire Agreement and Successors in Interest.**

This Release and Settlement Agreement contains the entire agreement between the Releasors and Releasee with regard to the matters set forth herein and it shall be binding upon and inure to the

benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. No party shall seek or pray for the application of any rule or evidentiary presumption to construe the terms of this Agreement against either party, it being acknowledged that the intention of the parties and the application to, construction of or enforcement of this Agreement are clearly and unambiguously expressed by the words and phrases selected, agreed to, and used by the parties.

8. **Representation of Comprehension of Document.**

In entering into this Release and Settlement Agreement the Releasors represent that they have been urged to seek or have relied upon the legal advice of attorneys of their own choice to represent their interests and that the terms of this Release and Settlement Agreement have been completely read by them and explained to them by them and/or by their attorney, and that those terms are fully understood and voluntarily approved and accepted by them upon the exercise of her independent judgment.

9. **Governing Law.**

This Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of \_\_\_\_\_ and where applicable, the laws of the United States of America.

10. **Operation of Indemnification and Hold Harmless Agreement.**

The obligation of the Releasors herein to indemnify and hold harmless the Releasee herein becomes operable in its full force and effect in the event of the assertion of any claim or threat of claim, action or causes of action, requiring the attention of legal counsel for Releasee or the payment of any money or other consideration, howsoever defined, on the part of and for the protection of Releasee, arising out of or in any way occasioned by the incident described in paragraph "A" of the Recitals above, whether or not litigation is actually instituted regarding same. The Releasee in such event is entitled jointly or severally to said protection. In the event such protection becomes necessary under the terms of this paragraph, Releasee is entitled to choose legal counsel and other consultants or advisors to represent and protect Releasee(s) without the input or approval of Releasors.

11. **Additional Documents.**

All parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

12. **Non-Disclosure Agreement.**

It is understood and agreed by all parties hereto that no party or counsel herein shall disclose the amount or terms of this settlement, and that disclosure of such information shall be a breach of this Agreement and actionable as such.

13. **No Admission of Coverage or Liability.**

It is understood and agreed that this settlement and payment is a compromise of a doubtful and disputed claim for coverage still under investigation or liability under the policy, and that the payment made is not to be construed as an admission of coverage or liability on the part of the party or parties hereby released and that said Releasee makes the payment contemplated herein and intends merely to avoid litigation and buy their peace.

14. **Effectiveness.**

This Release and Settlement Agreement shall become effective following execution by [INSURED INDIVIDUA] \_\_\_\_\_ in his individual capacity, by the authorized officer or director of [INURED] \_\_\_\_\_ on behalf of Releasors; and by a representative of - [INSUROR] on behalf of Releasee.

DATED THIS \_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_, INDIVIDUALLY

\_\_\_\_\_  
\_\_\_\_\_, IN HIS CAPACITY AS  
OFFICER OF \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ INSURANCE COMPANY