

**LIMITED RELEASE
PURSUANT TO O.C.G.A. 33-24-41.1**

KNOW ALL MEN BY THESE PRESENT, that _____ (hereinafter referred to as the Undersigned), for and in consideration of the sum of _____ Thousand Two Hundred and Two Dollars (\$00000.00), to the Undersigned, in hand paid, receipt and sufficiency of which is hereby acknowledged, being of lawful age, does hereby release, acquit, and forever discharge DEFENDANT, his heirs and assigns (hereinafter referred to as Limited Releasee), except to the extent other insurance coverage, including but not limited to liability insurance, and uninsured or underinsured motorist benefits, is available which covers or may cover the claim or claims of the Undersigned against the Limited Releasee, from liability now or hereafter to accrue on account of any and all claims, or causes of action which the Undersigned now or may hereafter have for personal injuries, damage to property, loss or services, medical expenses, contributions, indemnification, loss or damage, whatsoever kind or nature, now known or unknown or that may hereafter develop by the Undersigned sustained or received on or about the ___th day of March , 200_ at or near the intersection of _____ Road and _____ Drive in _____ County, Georgia.

IT IS UNDERSTOOD AND AGREED that this Limited Release is entered into pursuant to the provisions set forth in O.C.G.A. 33-24-41.1, and it is intended that the force and effect of this Limited Release shall be as intended by the aforementioned Code section. This release shall operate as a full and final release of the Limited Releasee from all injuries or damages to the Undersigned arising out of the above described accident, casualty or event except that this Limited Release shall not bar any claims the Undersigned has against the Limited Releasee to the extent other insurance coverage is available which covers or may cover the claim or claims of the Undersigned against the Limited Releasee. This Limited Release shall not operate as a release of any other persons, or entities not specifically named herein, and shall not operate as release of the Undersigned's claim(s) against any other tortfeasor or insurance carriers not specifically named in this Limited Release.

Further, this Limited Release shall not operate as a release of the Limited Releasee to the extend that there is other insurance in effect which covers or

may cover said claim(s), nor does it operate to release the Limited Releasee from any claim(s) of subrogation of the uninsured or underinsured motorist carriers.

It is expressly understood and agreed that the Undersigned in executing this Limited Release has and does rely upon **UNITED SERVICES AUTOMOBILE ASSOCIATION**, (hereinafter referred to as Liability Insurance Carrier) and said Limited Releasee's representations that there is only one liability insurance policy covering said accident, casualty or event and that said insurance policy's maximum limits is Twenty-Five Thousand Dollars (\$25,000.00) per person. It is further expressly understood and agreed that payment of the aforesaid amount to the Undersigned will exhaust the limits of said insurance policy as contemplated and intended by O.C.G.A. § 33-24-41.1.

The aforementioned amount paid to the Undersigned does not exceed the sum of all his economic and non-economic losses incurred (exclusive of losses for which reimbursement may be sought by third party entities) as a result of the Undersigned's alleged injuries and damages from said accident referred to herein, taking into consideration both the benefits received from all other persons and entities as well as the payments made in consideration of this release and taking into consideration the amount of recovery from any and all others. The Undersigned has not been fully and completely compensated for all his economic and non-economic losses (exclusive of losses for which reimbursement may be sought by third party entities) because of the various disputes with regard to the Limited Releasee's alleged liability for said alleged injuries and damages, the extent and nature of any injuries and damages received by the Undersigned, the causal connection between the alleged injuries and damages and the accident referred to herein, and the limited amount of insurance coverage.

It being further agreed and understood that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the Limited Releasee of any liability whatever in consequence of said accident.

In all cases where the insurer shall settle the claims of third persons against the insured without written consent, that it shall be the duty of the insurer to inform the third person in writing of the lack of consent of the insured, and that the insured is not thereby precluded from the further assertion of claims against the third persons before taking from the third persons any release, covenant not to sue, or settlement; and upon the failure of the insurer to give the notice to the third persons of the lack of consent of the insured, the

release, covenant not to sue, or other settlement shall be of no effect, null and void.

The Undersigned warrants and represents that there are no medical or hospital liens, or expenses for which the Limited Releasee and said Liability Insurance Carrier may be held liable under O.C.G.A. § 44-14-470 (et seq.), or under O.C.G.A. § 49-4-148 or 49-4-149 or any other law or statute that will not be satisfied from the funds paid herein; but in the event any claims are asserted against the Liability Insurance Carrier for such medical expenses by any person, firm, corporation, authority, governmental agency or other entity on account of any hospital or medical treatment rendered to the Undersigned by reason of the incident referred to herein, the Undersigned will hold harmless, defend and indemnify the Liability Insurance Carrier from all such claims and for any amounts the Liability Insurance Carrier is required to pay therein, including any and all attorney fees incurred in the defense of the Liability Insurance Carrier against said claims, up to the amount of the cash consideration paid herein by the Liability Insurance Carrier to the Undersigned.

The Undersigned further warrants that he has not filed a petition of bankruptcy with the United States Bankruptcy Court nor is he a party to a bankruptcy proceeding at the time of the signing of this release.

If it is found that this settlement agreement and Limited Release does not meet the requirements and intent of O.C.G.A. § 33-24-41.1 or if there is other liability insurance applicable to this accident then this settlement agreement and Limited Release shall be null and void.

All the foregoing representations are made in order for the parties hereto to rely upon them in effecting this Limited Release and compromise.

The Undersigned further states that the foregoing release has been carefully read and he knows the contents thereof and has signed the same as his own free act and has not been influenced in making this settlement by any representation of the Limited Releasee or the Liability Insurance Carrier.

**WITNESSES:
SIGNING**

**CAUTION: READ BEFORE
UNDERSIGNED**

Signature

Address