**RELEASE OF ALL CLAIMS**

FOR AND IN CONSIDERATION OF THE SUM OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) in the form of checks or drafts payable as follows: cashier’s check from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ check number \_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as payee, which sum shall be deemed to have been paid upon the delivery of such drafts or checks to the undersigned, the undersigned on behalf of the undersigned, and on behalf of all and each of the heirs, executors, administrators, successors and assigns of the undersigned, (hereinafter referred to as “Releasors”) hereby releases and forever discharges \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of and from any and all claims, demands, damages, actions and causes of action of every kind, known and unknown, including but not limited to any and all claims for, personal injuries, or property damage, including but not limited to loss or destruction of, or damage to, baggage, and any and all other claims in any way connected with a automobile accident which occurred on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN FURTHER CONSIDERATION of the above mentioned sum, the undersigned agrees as follows:

1.   There is a risk that subsequent to the execution of this release the undersigned will incur or suffer personal bodily discomfort, monetary or other loss, death, damage or any of these which are in some way caused by or related to the occurrence referred to above, but which are unknown and unanticipated at the time this release is signed; and further there is a risk that the damages presently known may be or may become more extensive than the undersigned now expects or anticipates.

2.   The undersigned shall assume the above mentioned risks, and this release shall apply to all unknown or unanticipated results of the occurrence described above as well as those known and anticipated.

3.   The above mentioned sum is the entire and only consideration for this release.

4.   It is intended by Releasors and Releasees, and each of them, that this release shall be complete and shall not be subject to any claim of mistake of fact or law by the undersigned, and that it expresses a full and complete settlement of liability claimed and denied, as against Releasees and, regardless of the adequacy or inadequacy of the amount paid, this release is intended to avoid litigation and to be final and complete.

5.   This release is the result of a compromise of a disputed claim and shall never at any time for any purpose be considered as an admission of liability or responsibility of the parties hereby released, who continue to deny such liability and to disclaim such responsibility.

6.   A division, if any, of the above mentioned sum between the undersigned and anyone else shall in no way affect the validity of this release.

7.   This settlement is in complete satisfaction of any and all claims and counterclaims arising from the incident in question.

8.   It is the express intent and understanding of the Releasors and Releasees that any and all rights of indemnity and/or contribution or other derivative claims that any Releasee may have against any other Releasee or Releasees or other persons, firms or entities shall be preserved by the execution of this release.  It is agreed and stipulated by the undersigned that the amount paid in consideration for this release is a fair and reasonable settlement.

9.   It is also the express intent and understanding of the Releasors and Releasees that in consideration of said payment and all of the foregoing, Releasors hereby assign, transfer, set over and subrogate to Releasees, their successors and assigns, all of Releasors’ rights, title and interests in and to any and all such claims of Releasors arising in any manner, or associated in any way with the accident involving a certain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

On this the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, before me, a duly commissioned and sworn Notary Public in and for the above State and County did appear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me signed the within instrument.  I know that each said signatory the within instrument is the person whose name is subscribed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal this date.

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

Notary Public

My Commission Expires:

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