

Release

PRE-TRIAL PRACTICE

Example:

RELEASE

In consideration of the sum of \$ _____, which Plaintiff acknowledges receiving, Plaintiff _____ agrees to release Defendants _____ and _____

and their heirs, survivors, agents, and personal representatives from all claims, suits, or actions in any form or on any basis, because of anything that was done or not done at any time, on account of the following:

All claims for personal injuries, property damage, physical disabilities, medical expenses, lost income, loss of consortium, and all other claims that have been or could be brought, including all claims now known or which in the future might be known, which arise out of an occurrence on or about ___(date)_____, at _____ (location)_____, when Plaintiff claims to have sustained injuries as a result of a collision between an automobile driven by Plaintiff and automobiles driven by the Defendants.

As a result of this collision, Plaintiff has brought suit against the Defendants for damages. The Defendants have denied both liability and the claimed extent of damages. This release is a compromise settlement between Plaintiff _____ and the Defendant _____ and Defendant _____.

This agreement is a release and shall operate as a total discharge of any claims Plaintiff has or may have arising out of the above occurrence against these Defendants and any other persons.

Plaintiff _____ and Defendant _____ and Defendant _____ also expressly agree to terminate any actions that have been filed, particularly a claim by this Plaintiff against these Defendants currently filed as civil action no. _____ in the United States District Court for the District of _____, in _____. Plaintiff and these Defendants agree to execute a Stipulation of Dismissal, with prejudice, and file it with the Clerk of the above Court, thereby terminating that action in its entirety, within seven days of the execution of this agreement.

Date: _____
Plaintiff

Defendant

Defendant