

State of \_\_\_\_\_

# Mutual Release

---

This Mutual Release (this "Release") is made on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ [Name], at \_\_\_\_\_ [Address] and \_\_\_\_\_ [Name], at \_\_\_\_\_ [Address].

1. Both parties mutually release and forever discharge the other party including the other party's affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which the party has or ever had or may in the future have against the other party arising out of or relating to: \_\_\_\_\_ ("Claims")
2. The consideration for this Release is the mutual waiver by both parties of their respective legal rights regarding the dispute and difference described above and:
  - (a) \_\_\_\_\_ [Name] will provide \_\_\_\_\_ [Name] a payment: (Check one)
    - In the amount of \$ \_\_\_\_\_
    - Of \_\_\_\_\_ [Item description]
  - (b) \_\_\_\_\_ [Name] will provide \_\_\_\_\_ [Name] a payment: (Check one)
    - In the amount of \$ \_\_\_\_\_
    - Of \_\_\_\_\_ [Item description]

By executing this Release, the parties agree to accept the payments as full and complete settlement and satisfaction of any present and prospective claims.

3. This Release shall not be in any way construed as an admission by either party that it has acted wrongfully with respect to any party or person, that it admits liability or responsibility at any time for any purpose, or that either party has any rights whatsoever against the other party.
4. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Both parties have the authority to release the Claims and have not assigned or transferred any Claims to any other party or person. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.



5. Both parties represent they fully understand their right to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release.

## SIGNATURES

---

Signature

---

Date

---

Printed Name

---

Signature

---

Date

---

Printed Name



Signed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Address



