

RELEASE OF CLAIMS

**GENERAL RELEASE**

The undersigned, hereinafter the Releasor(s), for and in consideration of the sum of \$ \_\_\_\_\_, do, for ourselves and our respective heirs, executors, administrators and assigns, do hereby completely and fully release and discharge \_\_\_\_\_, hereinafter the Releasee(s), of and from any obligation, liability or responsibility arising out of the claim and/or action  
( \_\_\_\_\_ ) which occurred on or about (date of accident).

It is understood and agreed that this settlement is in full compromise of a disputed claim, and that neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

## **ATTORNEYS' FEES**

Each party hereto shall bear all attorneys' fees and costs arising from the action of its own counsel in connection with this matter, the terms of this settlement agreement, the matters and documents referenced herein, the filing of a dismissal of the Complaint, and all related matters.

**DISMISSAL DROPPING SETTLING PARTY  
AS A DEFENDANT**

Following receipt of settlement funds and the execution of this release and settlement agreement, counsel for the Plaintiff has, or will, in the immediate future, deliver to counsel for the Defendant an executed dismissal dropping the Defendant as a party to the pending action. The Plaintiff has authorized Plaintiff's counsel to execute the dismissal on their behalf and hereby authorizes counsel for the Defendant to file the dismissal with the court and enter it as a matter of record. The court shall retain jurisdiction as to any remaining parties and for enforcing the terms of this settlement.

## **RESERVATION OF FIRST PARTY BENEFITS**

Notwithstanding anything herein to the contrary, this Release shall not release any health, disability or other insurance carrier or self-insureds from its obligation to provide any personal injury protection coverage, medical payment coverage, uninsured/underinsured motorist coverage, health insurance coverage, major medical insurance coverage, workers' compensation benefits/insurance, and/or disability insurance coverage from all claims and demands, rights and causes of action of any kind the undersigned now has or hereafter may have, on account of personal injuries known or unknown to the undersigned arising from the subject accident. It is the intention of the parties to this agreement to release and discharge the Releasee(s) only, and to reserve all rights of Releasor(s), to obtain all first party benefits to which Releasor(s) may be entitled.

## **INDEMNITY AND HOLD HARMLESS AGREEMENT**

[It is further agreed and understood that the Releasor(s) will protect, indemnify and save harmless the Releasee(s) from any valid claims or liens arising from benefits provided to or on behalf of Releasor(s) which are related to the incident giving rise to this claim, including, but not limited to, the Federal government, Medicare, Medicaid, insurance companies, physicians, health care institutions, and any attorneys previously employed by the undersigned. The undersigned acknowledges that all such claims or liens will be satisfied by the Releasor(s).]

OR

## **SUBROGATION INTERESTS**

[The undersigned agrees to satisfy or otherwise resolve any lien or subrogated interest for workers compensation, disability and health care benefits paid or payable to the undersigned as a consequence of the occurrence settled pursuant to this agreement.]

Note: In those situations where a lien or subrogation interest may be involved, and the parties are in agreement that it is necessary to include a paragraph to address this issue, the two possible alternative paragraphs above may be considered. Modification of these paragraphs to reflect the known subrogated interest or liens is recommended.

### **RESERVATION OF CLAIM(S)**

The parties recognize and acknowledge that the terms of this release are not designed nor intended to resolve all pending claims. The terms of this release are limited to resolve and release all pending claims which exist as to \_\_\_\_\_ . Any and all claims which have been made, or which may exist, as to any other person, corporation, partnership or other legal entity shall not be compromised or extinguished by the terms of this release.

## **CONFIDENTIALITY OF SETTLEMENT**

The parties hereto are obligated to keep the terms of this settlement confidential. It is specifically understood that no release of information concerning this settlement shall be made to the news media, and that disclosure of the terms of settlement shall be restricted to those disclosures which are required by law and/or as may be necessary to enable the undersigned to facilitate appropriate tax reporting, or in the conduct of business necessary to complete this settlement. If inquiry is made by any person about this release or the settlement agreement, the parties agree that they will state only that they have resolved their differences amicably and that any litigation has been ended.

Note: The Trial Section is not advocating the use of confidentiality provisions in all settlements, nor is the Trial Section suggesting that a provision such as this

should ever be utilized for the purpose of concealment of a public hazard. The parties should consider the intent and purpose of §69.081, Florida Statutes, in attempting to agree upon the propriety of a confidentiality provision.

**COURT APPROVAL WHERE  
COURT APPROVAL IS NECESSARY**

The undersigned acknowledges the need, and accepts responsibility, to obtain the court's approval of this settlement and to seek the court's authority to execute a binding release, to dismiss the claims herein with finality, and to seek authority to execute such other documents as is necessary to consummate the terms of the settlement outlined herein. It is understood that the terms of this release and settlement agreement must be authorized and approved by the court before the settlement described herein can be finalized.



Note: It is intended that this paragraph should be considered only in circumstances where court approval of a settlement is going to be necessary as with settlements involving minors.

### **TAX CONSEQUENCES OF SETTLEMENT**

No representations have been made by Releasee(s) regarding the taxability of all or any portion of this settlement. Releasor(s) have had the opportunity to seek independent advice regarding the tax consequences of this settlement, and accept responsibility for satisfaction of any tax obligation that may result from this settlement.

The undersigned acknowledges that he/she have/has read this release and understand the terms outlined herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_ Releasor

\_\_\_\_\_

\_\_\_\_\_ Releasor

Note: In circumstances where the Releasor(s) are unable to read, or do not read English, the release should be modified to reflect the use of an interpreter, or that the release has been explained by counsel.