

MUTUAL RELEASE AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Mutual Release Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[FIRST PARTY LEGAL NAME], of [FIRST PARTY ADDRESS] ("**First Party**"); and

[SECOND PARTY LEGAL NAME], of [SECOND PARTY ADDRESS] ("**Second Party**").

First Party and Second Party are each a "**Party**" and together the "**Parties**."

Recitals. The Parties were involved in [DESCRIBE THE RELATIONSHIP OR MATTER, e.g. a contract dated [DATE], a business venture, a transaction, a prior dispute] (the "**Matter**"). Disagreements and potential claims have arisen between them in connection with the Matter. The Parties wish to part ways cleanly and to give up any claims each may have against the other relating to the Matter, so that neither Party can later sue the other over it. Neither Party admits any fault or liability. In consideration of the mutual releases and promises below, the Parties agree as follows.

1. Recitals and Definitions

1.1 Incorporation. The recitals above are incorporated into this Agreement and are accurate to each Party's knowledge.

1.2 Released Matters. "**Released Matters**" means all claims, demands, causes of action, damages, costs, expenses, attorneys' fees, liabilities, and obligations of any kind, whether known or unknown, suspected or unsuspected, arising out of or relating to the Matter, from the beginning of time through the Effective Date.

1.3 Affiliated persons. Each Party's release runs in favor of the other Party and its past and present owners, officers, directors, members, partners, employees, agents, insurers, affiliates, heirs, successors, and assigns, as applicable to the Matter.

1.4 No admission. This Agreement is a compromise. Nothing in it is an admission of liability or wrongdoing by any Party, and it may not be used as such except to enforce this Agreement.

2. Mutual Release

2.1 Release by First Party. First Party fully and forever releases and discharges Second Party and its affiliated persons from the Released Matters.

2.2 Release by Second Party. Second Party fully and forever releases and discharges First Party and its affiliated persons from the Released Matters.

2.3 Mutual covenants not to sue. Neither Party will file, maintain, or assist any lawsuit, charge, complaint, or proceeding against the other Party or its affiliated persons based on the Released Matters, except to enforce this Agreement.

2.4 **Scope.** These releases apply only to the Released Matters and do not release obligations created by this Agreement or claims arising after the Effective Date.

3. Waiver of Unknown Claims

3.1 **Knowing waiver.** Each Party understands that the releases cover claims it does not now know or suspect to exist, which, if known, might have affected its decision to enter into this Agreement. Each Party knowingly waives, to the fullest extent permitted by applicable law, any statute or common-law rule that would otherwise limit a release to known claims.

3.2 **Jurisdiction-specific language.** Some jurisdictions require specific statutory language to waive unknown claims effectively. **[INSERT ANY JURISDICTION-SPECIFIC WAIVER LANGUAGE YOUR COUNSEL REQUIRES.]**

3.3 **Assumption of risk of difference in facts.** Each Party accepts the risk that the facts may turn out to differ from what it now believes, and the releases remain effective despite any such difference.

4. Consideration

4.1 **Mutual promises.** The Parties acknowledge that the mutual releases and covenants in this Agreement are sufficient consideration to support it.

4.2 **Additional terms.** In addition, the Parties agree to the following, if any: **[DESCRIBE ANY PAYMENT, RETURN OF PROPERTY, OR OTHER TERMS, OR "None"].**

4.3 **Sufficiency.** Each Party agrees that the consideration is good and valuable and that no further consideration is owed.

5. Representations and Warranties

5.1 **Authority.** Each Party represents that it has full authority to enter into this Agreement and that the signer is authorized to bind it.

5.2 **Ownership of claims.** Each Party represents that it has not assigned or transferred any of its Released Matters to any other person.

5.3 **Voluntary and informed.** Each Party represents that it has had the opportunity to consult independent legal counsel, that it has read and understands this Agreement, and that it signs voluntarily.

5.4 **No reliance.** Each Party relies on its own judgment and not on any representation of the other Party not expressly stated in this Agreement.

6. Confidentiality and Non-Disparagement

6.1 **Confidentiality.** The Parties will keep the terms of this Agreement confidential, except as needed to enforce it, to advisors bound by confidentiality, or as required by law. **[DELETE THIS SECTION IF THE PARTIES DO NOT WANT CONFIDENTIALITY.]**

6.2 **Non-disparagement.** Each Party will refrain from making statements to third parties that are intended to, or reasonably would, harm the reputation of the other Party in connection with the Matter. This Section does not bar truthful statements required by law.

6.3 **Permitted disclosure.** A Party compelled by law to disclose this Agreement will give the other Party prompt notice where lawful so it may seek protection.

7. No Pending Proceedings; Dismissal

7.1 **No pending claims.** Each Party represents that, except as disclosed here, it has no lawsuit or proceeding pending against the other relating to the Matter: **[DISCLOSE ANY PENDING MATTER, OR "None"]**.

7.2 **Dismissal.** Any disclosed pending matter will be dismissed **[WITH / WITHOUT]** prejudice within **[NUMBER]** days of the Effective Date, with each Party bearing its own costs unless agreed otherwise.

7.3 **Bar.** This Agreement may be pleaded as a complete defense to any proceeding brought on the Released Matters.

8. Remedies and Enforcement

8.1 **Breach.** If a Party breaches this Agreement, the non-breaching Party may pursue all remedies available at law or in equity, including specific performance.

8.2 **Attorneys' fees.** In any action to enforce this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by applicable law.

8.3 **Survival.** The releases, waivers, and confidentiality and non-disparagement obligations survive and remain enforceable.

9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 **Entire agreement.** This Agreement is the entire agreement between the Parties on the Matter and supersedes all prior discussions and writings. It may be amended only by a writing signed by both Parties.

9.3 **Severability.** If any provision is unenforceable, the rest remains in effect, and the releases are to be read as broadly as the law allows.

9.4 **No waiver.** A Party's failure to enforce a provision is not a waiver of that or any other provision.

9.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FIRST PARTY

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Date: _____

SECOND PARTY

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.