

# RELEASE OF LIABILITY

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This Release of Liability (this "**Release**") is entered into as of [DATE] by and between:

[RELEASOR LEGAL NAME], of [RELEASOR ADDRESS] (the "**Releasor**"); and

[RELEASEE LEGAL NAME], of [RELEASEE ADDRESS] (the "**Releasee**").

The Releasor and the Releasee are each a "**Party**" and together the "**Parties**."

**Recitals.** A dispute, incident, or potential claim has arisen between the Parties relating to [DESCRIBE THE UNDERLYING MATTER — e.g. a vehicle accident on [DATE], a property-damage incident, a completed transaction, or a disputed debt] (the "**Claim Matter**"). The Parties wish to fully and finally resolve the Claim Matter and to release the Releasee from liability in exchange for the consideration described below, without either Party admitting fault. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions

**1.1 Released Parties.** "**Released Parties**" means the Releasee and its owners, officers, directors, employees, agents, insurers, successors, and assigns.

**1.2 Released Claims.** "**Released Claims**" means all claims, demands, causes of action, suits, debts, liabilities, damages, costs, and expenses of every kind, whether known or unknown, that the Releasor has or may have against the Released Parties arising out of or relating to the Claim Matter, up to and including the date of this Release.

**1.3 Effective Date.** This Release is effective on the date it is signed by both Parties.

## 2. Consideration

**2.1 Payment or other consideration.** In exchange for this Release, the Releasee will provide the Releasor with [describe payment amount, repair, replacement, service, or other consideration] (the "**Consideration**"), payable or deliverable by [DATE / SCHEDULE].

**2.2 Adequacy.** Each Party acknowledges that the Consideration is full, fair, and adequate for the release granted in this document, and that it would not have signed this Release without it.

**2.3 Condition.** If the Consideration is not provided as agreed, the Releasor may elect to treat this Release as void as to the unpaid portion, after giving written notice and [NUMBER] days to cure.

## 3. Release of Claims

**3.1 General release.** The Releasor releases, acquits, and forever discharges the Released Parties from all Released Claims, to the fullest extent permitted by applicable law.

3.2 **Covenant not to sue.** The Releasor agrees not to file, pursue, or assist any lawsuit, arbitration, or other proceeding against the Released Parties based on the Released Claims.

3.3 **Unknown claims.** The Releasor understands that this Release covers claims the Releasor does not currently know or suspect to exist, and intentionally waives the benefit of any law that would otherwise preserve unknown claims, to the extent applicable law permits that waiver. **[Some jurisdictions require specific statutory language to waive unknown claims; confirm local requirements with counsel.]**

3.4 **Scope limits.** This Release does not waive any right or claim that applicable law prohibits a person from waiving, and does not release any obligation created by this Release itself.

## 4. No Admission of Liability

4.1 **No admission.** This Release is a compromise of disputed matters. Neither the Consideration nor any term of this Release is an admission of fault, liability, or wrongdoing by any Party, and each Party expressly denies liability.

4.2 **Inadmissibility.** To the extent permitted by law, this Release may not be used as evidence of liability in any proceeding except one to enforce its terms.

## 5. Representations and Warranties

5.1 **Authority.** Each Party represents that it has full authority to enter into this Release and that the person signing on its behalf is authorized to do so.

5.2 **No assignment of claims.** The Releasor represents that it has not assigned or transferred any Released Claim to any other person.

5.3 **No other settlements.** The Releasor represents that it has not received and will not seek duplicate recovery for the Claim Matter from any other source, except as disclosed in writing.

5.4 **Independent judgment.** Each Party has had the opportunity to review this Release with counsel of its choice and signs it based on its own judgment, not on any representation not contained in this Release.

## 6. Confidentiality (Optional)

6.1 **Confidential terms.** **[SELECT IF APPLICABLE:]** The Parties will keep the terms of this Release confidential and will not disclose them except to their advisors, as required by law, or to enforce this Release.

6.2 **Permitted statements.** If asked about the Claim Matter, a Party may state only that the matter has been resolved.

## 7. Indemnification

7.1 **Indemnity.** The Releasor will indemnify and hold the Released Parties harmless from any claim brought by the Releasor, or by anyone claiming through the Releasor, that is within the scope of the Released Claims, including reasonable attorneys' fees and costs.

7.2 **Exclusion.** This indemnity does not extend to matters outside the Released Claims or to a Released Party's own gross negligence or willful misconduct.

## 8. General Provisions

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

8.2 **Entire agreement; amendment.** This Release is the entire agreement between the Parties on its subject and supersedes all prior discussions and understandings. It may be amended only by a writing signed by both Parties.

8.3 **Severability.** If any provision is held unenforceable, that provision will be enforced to the greatest extent permitted by law, and the remaining provisions remain in full effect.

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

8.5 **Successors.** This Release binds and benefits the Parties and their heirs, successors, and permitted assigns.

8.6 **Voluntary and informed.** Each Party has read this Release, understands that it gives up legal rights, and signs it knowingly and voluntarily.

8.7 **Counterparts and electronic signature.** This Release 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 Release as of the date first written above.

RELEASOR	RELEASEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: [TITLE or N/A]
Date: _____	Date: _____

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