

12.2 SAMPLE SETTLEMENT AGREEMENT

GENERAL RELEASE AND SETTLEMENT OF CLAIM

For the sole consideration of (amount) paid to me in hand, the receipt of which is acknowledged, I, _____, Releasor, being over 21 years of age, do for myself, my spouse, heirs, executors, administrators, successors, assigns and next of kin, release, and forever discharge, (name of party to be released), and all of his/her past, present, and future officers, agents, employees, representatives and assigns and any other persons, firms, or corporations (hereinafter "Releasees") from any and all claims, demands, rights, actions, causes of action, or damages of any type whatsoever, known or unknown, (and consequences thereof, including any injuries or damages which may develop at some time in the future, and all unforeseen developments arising from known injuries or damages) and any and all damages and/or financial loss arising out of or resulting an alleged incident on ____ (month) ____ (day), 20XX in which Releasor alleges that he/she was injured by the operation of of a motor vehicle in Jamner County, Major.

Releasor does hereby for himself/herself, his/her spouse, his/her heirs, executors, administrators, successors, assigns and next of kin, covenant and agree to indemnify and save Releasees harmless from all claims, demands, costs, loss of services, expenses, and compensation arising out of or resulting from the incident on ____ (month) ____ (day) , 20XX, in Jamner County, Major, in which Releasor alleges that he/she was damaged, specifically including but not limited to attorney liens, subrogation claims of an insurance carrier making payments to or on behalf of the Releasor, medical liens, liens for nonpayment of mortgage payments, liens for payment of county, state or federal taxes, including federal income taxes and state/county property taxes, any and all claims or liens by doctors, hospitals, treatment centers and health care facilities, all other medical bills for services, liens under RCM 60.44 and RCM 74.09, liens or claims of the United States of America, and liens or subrogation claims of the State of Major and its departments, including but not limited to the Department of Labor and Industries and the Department of Social and Health Services. This release specifically includes all liens or claims by all of Releasor's attorneys, health care providers, Medicare, Medicaid and all other federal and state programs.

It is expressly understood and agreed that the payment of the amount is not an admission of liability or negligence by the Releasee.

I understand and agree that I may have this reviewed by legal counsel and, by not having this reviewed I waive my right to do so.

WITNESSED ON: _____, 20XX.

Signature

Printed Name: _____

CERTIFICATE OF WITNESS

We certify that this release was signed in our presence by the above person who acknowledged that s/he understood it fully.

Witness_____ Witness _____

Address_____ Address _____