

# RELEASE OF LIABILITY FORM CAR ACCIDENT

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This Release of Liability (the "Release") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the following parties:

## I. THE PARTIES

The Releasor (Claimant): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

The Releasee (At-Fault Party): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

The Insurance Company (if applicable): \_\_\_\_\_

Policy Number: \_\_\_\_\_

Claim Number: \_\_\_\_\_

## II. THE ACCIDENT

This Release is regarding a motor vehicle accident that occurred on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at approximately \_\_\_\_\_ (Time), in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Accident").

The Accident involved the following vehicles:

### Releasor's Vehicle:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate: \_\_\_\_\_

### Releasee's Vehicle:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate: \_\_\_\_\_

The description of the Accident is as follows:

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### III. CONSIDERATION AND PAYMENT

In consideration for the full and final release of all claims, the Releasee agrees to pay the Releasor the total sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) (the "Settlement Amount").

The Settlement Amount shall be paid via:

- ☐ Cash  
☐ Check  
☐ Money Order  
☐ Wire Transfer  
☐ Other: \_\_\_\_\_

Payment shall be made on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### IV. RELEASE OF CLAIMS

The Releasor, on behalf of themselves, their heirs, executors, administrators, and assigns, hereby fully and forever releases, acquits, and discharges the Releasee, their insurers, attorneys, agents, and employees, from any and all claims, causes of action, demands, damages, costs, loss of services, expenses, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the Accident described above.

This release includes, but is not limited to:

1. **Property Damage:** Any and all damage to the Releasor's vehicle, personal property inside the vehicle, and loss of use of the vehicle.
2. **Bodily Injury:** Any and all physical injuries, pain and suffering, medical expenses (past, present, and future), lost wages, and disability.

## **V. NON-ADMISSION OF LIABILITY**

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasee, and that said Releasee denies liability therefor and intends merely to avoid litigation and buy their peace.

## **VI. UNKNOWN CLAIMS**

The Releasor expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the Releasor does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Releasor's decision to enter into this Release. The Releasor further agrees that they have accepted payment of the Settlement Amount as a complete compromise of matters involving disputed issues of law and fact.

## **VII. INDEMNIFICATION AND LIENS**

The Releasor agrees to indemnify and hold the Releasee harmless from any and all claims, demands, or actions that may be brought against the Releasee by any third party, including but not limited to medical providers, insurance carriers (subrogation claims), or government agencies (Medicare/Medicaid liens), arising out of the Accident or the injuries sustained by the Releasor. The Releasor is solely responsible for satisfying any such liens or claims from the Settlement Amount.

## **VIII. GOVERNING LAW**

This Release shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_.

## **IX. SEVERABILITY**

If any provision of this Release is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid provisions had not been included in this Release.

## **X. ENTIRE AGREEMENT**

This Release contains the entire agreement between the parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties.

## **XI. REVOCATION**

The Releasor understands that this is a binding legal document. By signing this Release, the Releasor acknowledges that they have had the opportunity to consult with legal counsel regarding the terms and effect of this Release.

**IN WITNESS WHEREOF**, the parties have executed this Release as of the date first written above.

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### **RELEASOR**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

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### **RELEASEE**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

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NOTARY ACKNOWLEDGMENT\*\*

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

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me,

\_\_\_\_\_ (Name of Notary), personally appeared

\_\_\_\_\_ (Name of Releasor) and \_\_\_\_\_ (Name of

Releasee), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

(Seal)

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_