

MUTUAL RELEASE AND SETTLEMENT OF CLAIMS

1. **THE PARTIES.** This Mutual Release and Settlement of Claims Agreement (“Agreement”) is made on _____, between:

Plaintiff: _____ with a mailing address of _____, (“Plaintiff”) and

Defendant: _____, with a mailing address of _____ (“Defendant”).

The Plaintiff and the Defendant are each referred to as a “Party” and, collectively, as the “Parties” and agree as follows:

2. **DISPUTE.** It is recognized under this Agreement that the Parties are in a dispute that is described as:

Hereinafter known as the “Dispute.”

3. **SETTLEMENT.** It is the intention of both Parties to settle the aforementioned Dispute in the following manner: (check one)

- **No Payment (mutual release).** Both Parties shall give each other a mutual release, which acts as consideration to settle the Dispute.

- **One-Time Payment.** \$_____ payment shall be made by the Defendant to the Plaintiff within ____ day(s) after the execution of this Agreement to settle the Dispute.

- **Other:** (describe)

4. **RELEASE OF CLAIMS.** Each Party hereby releases and forever discharges the other Party and its agents, employees, officers, directors, successors, and assigns from any and all actions, causes of action, claims, demands, damages, costs, expenses, and compensation whatsoever, known and unknown, that each Party each had, now has, or hereafter can, shall, or may have against the other Party, arising out of or in any way related to the aforementioned Dispute.
5. **CONFIDENTIALITY.** The Parties agree to keep the terms and conditions of this Agreement and the fact of its execution confidential, except as may be necessary to enforce it or as required by law.
6. **NO ADMISSION OF LIABILITY.** It is agreed to by both Parties that there is no admission of liability, guilt, wrongdoing, or any other recognition or acknowledgment by any Party.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws located in the State where the Dispute occurred, without giving effect to any choice of law or conflict of law provisions.
8. **SEVERABILITY.** If any term, clause, or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
9. **ADDITIONAL TERMS & CONDITIONS.**

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties concerning the subject matter mentioned hereof and supersedes all prior agreements and understandings, whether written or oral, concerning the subject matter hereof.
11. **AMENDMENT.** This Agreement may only be amended in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Plaintiff's Signature: _____ **Date:** _____
Print Name: _____

Defendant's Signature: _____ **Date:** _____
Print Name: _____