# **Personal Injury Release**

- This agreement presumes that someone hurt themselves on or at your business. If you can pay their medical expenses, etc. and get them to approve this agreement, good for you this will keep a skeleton out of the closet.
- While it's designed to release your company, you can easily tweak it for personal use.
- The first part of the Memorandum should be completed and distributed to [Company] along with a copy of the Personal Injury Release.

Date:	[Month, Day, Year]	[Month, Day, Year]			
То:	ame of Releasee]				
From:	[Owner/Founder] [Company]				
Subject:	Personal Injury Release				
[Company] from hi	memorandum is a Personal Injury Release, the purpose of which is obligation to [Name of the Releasor] [Describe the exact obligation elease, [Company] agrees to pay \$[x] to the Releasor.	•			
Please read the agree	bodies everything we discussed. eement carefully. at you also have it reviewed by your own qualified legal counsel.				
Time is of the esser Please sign and retu					
Thank you very mu	ich!				

## From JIAN

#### **NOTICE:**

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- Do Not Use This Agreement 'As-Is.'
- This Agreement Is Not Legal Advice.
- Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.
- You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.
- JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.

#### Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of ness experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.

Please visit our website under Expert Referral Network.

### **Ongoing Update Service Keeps You Current**

Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under <u>Updates</u>.
- Remember to bookmark our website: www.JIAN.com

### **Editing Your Sample Contract**

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  $\leftarrow \rightarrow$  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the "[]" brackets – simply edit / type-over with your information.

To make sure your have filled in all the variables, use Word's 'FIND' function to locate any "[]" which may contain an unedited variable.

- Click the icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# **Personal Injury Release**

- This is a standard introductory paragraph that lists the parties to the Agreement, their addresses and the date it is being entered into.
- You need to enter the date you are executing the Agreement and the names and addresses of both parties. The Releasor is the party who has the claim or is owed the obligation. [Company] is the party paying the Releasor so that he is no longer obligated.

Effective Date [Date]

Between [Releasor],

residing at [Address of Releasor] ("Releasor")

ompany Legal Name], ("[Company]")

residing at [Address]

[City], [State] [Zip Code]

This is basically an introduction to paragraph 3. The Releasor is saying that the purpose of the Release is to get rid of [Company]'s obligations.

The Releasor, voluntarily and knowingly executes this release with the express intention of eliminating [Company]'s liabilities and obligations as described below.

Describe exactly what [Company] is being released from.

The Releasor hereby releases [Company], from all liability for claims, known and unknown, arising from injuries, mental and physical, sustained by the Releasor as described below ("Events"):

xxx

and

- xxx
- XXX.
- The Releasor states that he has seen a doctor regarding his injuries and the doctor has indicated there is no permanent damage. However, if there are permanent injuries, you should see an attorney. Do not use this form.
- Indicate the type of injuries your physician is competent to diagnose.

The Releasor has been examined by a licensed physician or other health care professional competent to diagnose [Physical injuries and disabilities / mental and emotional injuries and disabilities / other]. The Releasor has been informed by this physician or health care professional that the Events described above has healed without causing permanent damage.

This Release only applies to [Company]. In other words, nothing prevents the Releasor from going after others who are responsible for his injuries.

By executing this release Releasor does not give up any claim that he / she may now or hereafter have against any person, firm or corporation other than [Company], its officers and employees.

Although [Company] is paying the Releasor to grant this Release, he is not admitting any liability or responsibility for the injury.

The Releasor understands that [Company] does not, by providing the consideration described below, admit any liability or responsibility for the above described injury or its consequences.

Generally, the Releasor will receive money in return for granting the release. You should enter the exact amount that is being given in exchange for the release, or describe the exact consideration being given.

In exchange for granting this Release, the Releasor has received the following consideration:

- \$[Amount given].
- Not only does the Releasor grant a release on his own behalf, but he or she binds any other individual or entities that might start a claim under him or her. The Releasor warrants or promises that he has not assigned any of his claims to other parties.

In executing this Release, the Releasor additionally intends to bind his spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. The Releasor has not assigned any claim arising from the Events described above to any other party. This Release applies to the heirs, personal representatives, assigns, insurers and successore of Release as well as to [Company].

#### **Understood, Agreed & Accepted**

Both parties have carefully read and agree to the terms of this Agreement as of the Effective Date first written above.

The Releasor and his / her spouse, if any, [Company], and two witnesses should sign below.

Releasor's Signature	
Releasor's Name	
Releasor's Spouse's Signature	
Releasor's Spouses Name	
toloadol o opododo Namo	
[Owner/Founder]	
Witnesses:	
Name	

Address			
Name			
Address	 	 	

