

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF [\_PARISH\_]

RELEASE AND INDEMNITY AGREEMENT

Before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

[\_APPEARER\_1\_] and [\_APPEARER\_2\_], husband and wife domiciled in [\_Appearer\_Parish\_], whose present mailing address is [\_Appearer\_Address\_]; hereafter referred to jointly as "Appearers";

who acknowledged receipt of the sum of [\_\$Payment\_] paid by [\_RELEASED\_] to Appearers, and further declared that for and in consideration of the payment of the aforesaid amount, they do release, acquit and forever discharge [\_RELEASED\_], [\_its\_their\_] executive officers, employees, directors, subsidiaries, parent corporations, reinsurance carriers, and managing brokers (hereafter referred to collectively as "the Released Parties") of and from any and all past, present, and/or future claims, actions, demands, rights, damages, causes of action and rights of action whatsoever, known and unknown, anticipated and unanticipated, to which Appearers may be entitled, in any way resulting from and/or to result from that certain accident which occurred at [\_Location\_] on or about [\_Accident\_Date\_] involving [\_Describe\_], and especially from the causes of action asserted in that action captioned [\_Caption\_Docket\_Court\_], and/or in any way resulting from or to result from injuries to either of Appearers, or any of the consequences of the foregoing, and any and all damages of whatsoever kind or character which may have been and/or which might in the future be sustained by Appearers in any way resulting from and/or to result from the aforesaid accident. Appearers authorize and instruct their counsel of record in that litigation referred to above to execute and file in the litigation referred to above a dismissal with full prejudice of all claims asserted therein against the Released Parties or any of them.

It is however, understood that Appearers do not release from liability and expressly reserve for themselves any and every right, claim or cause of action arising out of or resulting from the above referred to accident, that they may now have or may hereafter have against any firm, person or corporation other than the Released Parties.

It is further understood that Appearers do hereby specifically release and forever discharge [\_INSURER\_] of and from any and all claims, damages or causes of action arising from the accident referred to above under any provisions or clauses in the policy number [\_Policy\_No.\_] issued by [\_INSURER\_] to [\_Insured\_].

Appearers further declared that they are the only persons entitled to receive the payment described above and grant the release granted herein, and further agree to defend, indemnify and hold harmless the Released Parties from and against any claims asserted or to be asserted by any party, person, firms

or corporations arising out of the accident described above.

It is understood and agreed that this payment is made in settlement of a disputed matter and by way of compromise agreement to avoid litigation and is not to be construed as an admission of liability of any nature whatsoever on the part of the Released Parties; that in making this settlement and release Appearers are relying wholly on their own judgment, belief and knowledge of the nature, extent and duration of the injuries and/or damages sustained by them together with the advice of [\_Counsel\_].

Appearers have executed this Release and Indemnity Agreement freely and without duress, economic or otherwise. This Release and Indemnity Agreement is contractual in nature and not a mere recital.

THUS DONE AND PASSED on [\_Date\_] at [\_City\_Parish\_], State of Louisiana, the undersigned parties having affixed their signatures in the presence of me, Notary, and the undersigned witnesses after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
[\_APPEARER\_1\_]\_\_\_\_\_

\_\_\_\_\_  
[\_APPEARER\_2\_]\_\_\_\_\_

\_\_\_\_\_  
[\_NOTARY\_], NOTARY PUBLIC

\* \* \* \* \*

RELEASE AND INDEMNITY AGREEMENT: This is a release of a tort claim on which suit has been filed. The release contains indemnity language and authority for dismissal.

WORD KEY:

EXPLANATION:

[_PARISH_]	Parish in which release is executed.
[_APPEARER_1_]	Name of injured party. In this case, the injured party is a married man.
[_APPEARER_2_]	Name of spouse of injured party.
[_Appearer_Parish_]	Parish of appearers' domicile.
[_Appearer_Address_]	Mailing address of appearers.
[_\$Payment_]	Sum paid for release (with \$).
[_RELEASED_]	Party or parties in whose favor release is granted.
[_its_their_]	As appropriate.
[_Location_]	Location of accident.
[_Accident_Date_]	Date of accident.
[_Describe_]	Describe accident.
[_Caption_Docket_Court_]	Caption, docket number and court of litigation.

[_INSURER_]	Insurer in policy sued on.
[_Policy_No._]	Policy number of policy sued on.
[_Insured_]	Insurer in policy sued on.
[_Counsel_]	Identify claimants' counsel of record.
[_Date_]	Date release is signed.
[_City_Parish_]	City and parish in which release is signed.
[_NOTARY_]	Notary before whom release is signed.