

## Settlement Agreement and Release in Wrongful Death Suit Prior to Filing of Suit

Agreement made on the \_\_\_\_\_ (*date*), between  
\_\_\_\_\_  
(*Name of Claimant*), of \_\_\_\_\_  
\_\_\_\_\_  
(*street address, city, county, state, zip code*), hereinafter called *Claimant*, and  
\_\_\_\_\_  
(*Name of Opponent*) of \_\_\_\_\_  
\_\_\_\_\_  
(*street address, city, county, state, zip code*), hereinafter called *Opponent*.

Whereas, *Claimant*, having qualified and been appointed Administrator (or Executor) of the Estate of \_\_\_\_\_ (*Name of Decedent*), deceased, believes that *Claimant* may have a lawful and enforceable claim against *Opponent* for the wrongful death of the *Decedent*, which claim is based on the following facts and considerations: (*describe circumstances leading to death of Decedent*) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Whereas, *Claimant* intends to initiate a wrongful death action against *Opponent* and others under the provisions of (*cite applicable state statute*) \_\_\_\_\_  
\_\_\_\_\_ for damages of \$\_\_\_\_\_.

Whereas, *Opponent* denies all responsibility for the death of *Decedent* and asserts that *Opponent* is not liable to *Claimant* in any amount whatever; however, to preclude the expense and inconvenience of legal proceedings, *Opponent* is willing to settle the claim according to the terms and conditions set forth below.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Payment to Claimant

*Opponent* shall pay to *Claimant* the sum \$\_\_\_\_\_ in full settlement of all claims that *Claimant* now has or may subsequently have against *Opponent* for the death of *Decedent* or for any act or omission concerning the incident that resulted in the death.

### 2. Release of Claim

As consideration for such payment by *Opponent*, *Claimant* shall not institute any legal proceedings against *Opponent* in any court for any reason connected with the death of *Decedent*, and *Claimant* forever discharges *Opponent* from all claims, demands, damages, actions, and causes of action whatever as have arisen or may arise in connection with the death or the circumstances surrounding the death of *Decedent*.

### 3. Approval by Probate or Surrogate Court

This Agreement shall be conditioned on its being consented to and approved by the Probate Court (or Surrogate Court) of \_\_\_\_\_ (*County & State*).

Witness our signatures as of the day and year first above written.

Estate of \_\_\_\_\_ (Name of Decedent)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name & Signature of Executor

\_\_\_\_\_  
(Name and Signature of Opponent)

or Administrator)