

**Settlement Agreement and Release in Wrongful Death Suit
after Filing of Suit but Prior to Trial**

This Settlement Agreement and Release _____
(**Settlement Agreement**) is entered into as the _____ (**Date**) by
_____ (**Name of Plaintiff**), individually and the
(*e.g., wife or husband*) _____ of the late
_____ (**Name of Decedent**), the **Decedent**, and by
_____ (**Name of Plaintiff**), as
_____ (**Name of Executor or Administrator**) of the
Estate of _____ (**Name of Decedent**), collectively, the **Releasor**;
and _____ (**Name of Defendant**), the **Releasee**.

Whereas, *Plaintiff* filed a complaint against Defendant and others in the _____
_____ (**Name of Court**), _____
(**Name of County and State**) in Civil Action No. _____ (the **Complaint**), which
Complaint arose out of certain alleged negligent acts or omissions by *Defendant* and others; and

Whereas, in the *Complaint*, *Plaintiff* sought to recover monetary damages as a result of
that certain occurrence on or about the _____ (**date**), which
resulted in the death of *Decedent*; and

Whereas the parties desire to enter into this *Settlement Agreement* in order to discharge
all claims which are, or might have been, the subject matter of the *Complaint* as to *Defendant*,
upon 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. *Releasee* shall pay to *Releasor* the sum \$ _____ in full settlement of all claims
that *Releasor* now has or may subsequently have against *Releasee* for the death of *Decedent* or
for any act or omission concerning the incident that resulted in the death of *Decedent*.

2. It is understood and agreed that this *Settlement Agreement* expresses a full and complete
settlement of any and all liability, which has been denied by the *Releasees*, and is not now
admitted, and regardless of the adequacy of the compensation to be paid under this *Settlement
Agreement* it is intended to avoid any possible further litigation. It is understood that the
Releasees, their heirs, executors, administrators, personal representatives, agents, servants,
employees, employers, insurers, successors, and assigns, by reason of this payment, do not admit
any liability, nor have they made any agreement to make any payment or to take any action not
reflected in this *Settlement Agreement*.

3. Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the *Complaint*, the *Settlement Agreement*, and the matters and documents referred to herein, the filing of a Dismissal of the *Complaint*, and all related matters.

4. Concurrently with the execution of this *Settlement Agreement*, counsel for the *Plaintiff* shall deliver to *Defendant* an executed Dismissal with Prejudice of the *Complaint* as to *Defendant*. *Plaintiff* hereby authorizes *Defendant* to file said Dismissal with the Court and enter it as a matter of record.

5. In entering into this *Settlement Agreement*, the *Plaintiff* represents that *Plaintiff* has relied upon the advise of *Plaintiff's* attorneys and that the terms of this *Settlement Agreement* have been completely read and explained to *Plaintiff* by *Plaintiff's* attorneys; and that the terms of this *Settlement Agreement* are fully understood and voluntarily accepted by *Plaintiff*.

6. *Plaintiff* represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of actions referred to in this *Settlement Agreement*, except as otherwise set forth herein; and that *Plaintiff* has the sole right and exclusive authority to execute this *Settlement Agreement* and receive the sum specified in it; and that *Plaintiff* has not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this *Settlement Agreement*.

7. This *Settlement Agreement* shall be construed and interpreted in accordance with the laws of the _____.

8. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this *Settlement Agreement*.

9. This *Settlement Agreement* contains the entire agreement between the *Plaintiff* and the *Defendant* and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

10. This *Settlement Agreement* shall become effective following execution by all parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this *Settlement Agreement* in multiple originals.

Date: _____

Executor¹ of the Estate of ***Decedent***

By: _____

(Printed Name & Signature)

¹ Administrator may be correct term if the Decedent had no will.

Date: _____

(Printed Name & Signature of Spouse)

Oath or Acknowledgment of Each *(depending upon jurisdiction)*

APPROVED AS TO FORM AND CONTENT:

Date: _____

Attorney for Plaintiff

Date: _____

Attorney for Defendant