

ABSOLUTE RELEASE WITH COVENANTS

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned parties, for and in consideration of the total sum of _____ Dollars and no/100, (\$_____), for all injuries and damages to themselves arising out of the wrongful death of _____, cash in hand paid to the undersigned, _____, the receipt and sufficiency of all of which are hereby acknowledged said sums being paid in consideration of this release and these covenants, the undersigned, _____ do hereby remise, release and forever discharge _____ his mother, father, family, estate, _____ and _____ their insurers, heirs, estates, successors, representatives, assigns, employers, employees, principals, associates, and any and all other persons, firms, organizations and/or corporations who are in privity therewith whatsoever having any interest or liability in the premises, they being hereinafter designated as the "Releasees", either directly or indirectly, of and from any and all actions, causes of action, claims, demands, losses, injuries, expenses and damages of every type, kind and character whatsoever which have heretofore been sustained or which may hereafter be sustained as a result of the above described wrongful death of _____ on or about _____ day of _____, 20____, when _____ was killed in a motor vehicle accident on _____ day of _____, 20____, in _____ County, _____, wherein _____ was the alleged driver of the automobile involved in said accident.

The undersigned parties release _____ and the above named Releasees for any and all sort of claims, damages or injuries whatsoever arising out of the death of _____, Deceased, which the undersigned may now have, may have had heretofore, or may have hereafter under the terms of any law or jurisdiction whatsoever on the account of or arising out of the death of _____.

This consideration is hereby acknowledged by the undersigned to be paid to and received by us in full and complete compromise, settlement, accord and satisfaction therefore.

In executing and delivering this release, the undersigned rely wholly upon their own judgment, knowledge and belief as to the nature, extent and duration of the damage which they

may have suffered or sustained, or may sustain in the future, as a result of the transaction, occurrence or event. As to the questions of liability involved, the undersigned have exercised their right to legal counsel. The undersigned further represent and warrant that they have not been influenced by any representations, statements, or warranties made by any person, firm, association, partnership or corporation hereby released, or by any agent or other person representing them concerning the nature, extent or duration of the damages or losses, or the legal liability therefore.

It is understood and agreed that this release is executed and delivered, and the sum of money hereinabove specified is paid, as the compromise and settlement of a doubtful and disputed claim. The payment of this money is not to be construed as an admission of liability on the part of the Releasees, but on the other hand, the Releasees specifically deny any such liability therefore.

The undersigned further certify they are completely competent or authorized to execute this release and that they have fully read and completely understood the same or have had it explained to them.

The undersigned represent, covenant, warrant and guarantee that _____ is the father, that _____ is the mother, and that _____ is the sister of _____, Deceased, who died intestate on or about the _____ day of _____, 20____, and at the time of his death had a fixed place of residence in the _____ Judicial District of _____ County, _____; that _____ are each over the age of twenty-one (21) years; that the Decedent, _____ was _____ (____) years of age at the time of his death and was/was not married and had no children; that _____ left as his surviving heirs-at-law and statutory beneficiaries the following: _____ and no others; that there are no other statutory heirs under _____ law other than _____ and there are no other persons who have a claim for the wrongful death of _____ Deceased, under _____ law. The undersigned represent and covenant that they are the sole heirs at law of the decedent, _____ under _____ law. The undersigned, _____ in interest in and to all claims, causes of action and demands of any sort under _____ law as mentioned above and arising out of such accident mentioned above. The undersigned do agree to indemnify, defend

and hold harmless the payor, _____, the releasees named above, and any and all other persons, firms and/or corporations in privity with them or any of them, against any claims brought by any person or entity claiming to be a wrongful death beneficiary under _____ law. Said obligation of indemnity to include, but not limited to, any claim which may be asserted by, for or on behalf of the estate of _____, Deceased.

In further consideration of such payment, the undersigned do hereby covenant and agree to forever refrain and desist from instituting, prosecuting or asserting against the Releasees named hereinabove, and any and all other persons, firms, organizations and/or corporations whatsoever having any liability in the premises, any claim, demand, action or suit of whatever kind or nature, either directly or indirectly, for injuries or damages of any kind whatsoever, resulting or to result in any manner whatsoever from the aforesaid accident and wrongful death of _____, including all expenses necessarily incurred and resulting there from, past, present and future.

The undersigned further covenant that all medical, funeral, hospital, doctor, drug and other bills incurred on account of the accident and death of _____ have been paid in full, or will be paid immediately hereafter by Mr. and Mrs. _____; and the undersigned parties covenant and warrant that there have been no assignments or subrogation of any claim or right in the premises to anyone not joining in this release, and the covenants, warranties and guaranties contained herein apply to all persons, individually and in their representative capacity, and in every regard whatsoever; and the undersigned agree that, hereafter, the released parties are and shall be forever free of liability and that they, each and collectively, shall be as free of liability in the premises as if the aforesaid accident had never occurred and _____ had never been born.

The undersigned further covenant that _____ was not in the course or scope of any employment at the time of the above described accident and that no worker's compensation insurance has been paid or is to be paid, and no carrier or employer can be or is subrogated on account thereof.

The undersigned parents, _____ and _____, father and mother respectively, of _____, in consideration of the foregoing settlement and payment, do hereby join in this release instrument and all of its covenants, releasing each and every right

and claim which we, as parents, individually and otherwise, have or may ever have on account of or as a result of the accident aforesaid and any and all injuries suffered by the said child as a consequence thereof, and any and all parental claims for loss of services, medical, hospital, and other expenses incurred or to be incurred; and any and all derivative rights and claims that we may have as parents; and any and all rights and claims provided by law or equity to parents for the injury of their child or otherwise.

The undersigned understand that the payment of the aforesaid sums may not be construed as an admission of liability in the premises.

This release contains the entire agreement between the parties hereto and the terms of the release are contractual and not a mere recital.

It is specifically stated that the Medicaid Commission of the State of _____ has no claim for treatment expenses incurred and to be incurred on account thereof.

The undersigned parties understand that those released hereby deny all liability in the premises and maintain that they were not negligent and that they were not and are not liable to anyone for anything.

The undersigned hereby specifically reserve any and all claims which they may have against the manufacturer, seller, or any other person or entity in privity therewith for negligence or other causes of action which arose out of the manufacture, sale, maintenance and/or service of the vehicle.

Should it develop that there are any mistakes in this instrument which cause the release of the releasees to be defective or less than complete, we, the undersigned, will execute any and all instruments and do any and all things necessary to effectuate a full, final and complete release.

All actions or proceedings arising out of an alleged breach or violation of this release or out of indemnification addressed by this release shall be litigated at the discretion and election of the Releasees, only in courts whose situs is within the State of _____. The undersigned persons consent and submit to the jurisdiction of any state or federal court located within the State of _____ for alleged violations of this Release on the part of the undersigned or in connection with any indemnity granted herein. The undersigned waive any right they may have to transfer or change the venue of any litigation brought against or by the undersigned Releasees for alleged violation of this release on the part of the undersigned or in connection with any indemnity granted herein.

This release shall be construed according to, and the rights and liabilities of the persons or entities named herein shall be governed by the laws of _____.

WITNESS MY SIGNATURE, this the ____ day of _____, 20____.

WITNESS MY SIGNATURE, this the ____ day of _____, 20____.

WITNESS MY SIGNATURE, this the ____ day of _____, 20____.

APPROVED AS TO FORM:

ATTORNEY FOR

DATED:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein set forth.

GIVEN under my hand and official seal, this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein set forth.

GIVEN under my hand and official seal, this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

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PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein set forth.

GIVEN under my hand and official seal, this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: