

RELEASE OF CLAIMS

RELEASE made this ____ day of _____, 20____, by _____ (“Party A”) in favor of _____ (“Party B”).

WHEREAS, disputes and differences have arisen between the parties with respect to _____;

WHEREAS, the parties have agreed to amicably resolve, settle and compromise all disputes and differences they have or may have arising out of facts or occurrences existing as of this date, known or unknown, which are released below;

NOW THEREFORE, in consideration of the covenants contained herein, and the sum of \$_____, paid to Party A by Party B, the receipt and sufficiency of which is hereby acknowledged by Party A, Party A, for itself and for its heirs, executors, administrators, assigns and anyone else claiming by or through Party A, hereby completely and fully remises, releases, acquits, satisfies, and forever discharges Party B and its heirs, personal representatives, successors, assigns, employees, agents and attorneys of and from all actions, causes of action, suits, lawsuits, proceedings, debts, dues, obligations, responsibilities, liabilities, sums of money, accounts, invoices, statements, reckonings, bonds, bills, specialties, covenants, contracts (both express and implied), agreements, promises, guarantees, warranties (both express and implied), controversies, variances, negligence, damages, judgments, executions, penalties, interest, costs, expenses, attorneys fees, claims, and demands whatsoever, of any nature whatsoever, in law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, direct or indirect, latent or patent, discoverable or undiscoverable, which Party A ever had, now has, or may have, or which any personal representative, successor, heir or assign of Party A hereafter can, shall or may have, against Party B or its heirs, personal representatives, successors, assigns, employees, agents or attorneys, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this release.

[alternate clause for specific release instead of general and for broader parties: Each party for itself and its respective successors, predecessors, officers, directors, shareholders, agents, servants, employees, subcontractors, parent corporations, subsidiary corporations, affiliates, licensees, franchisees, heirs, assigns, personal representatives and legal representatives (herein collectively called "Releasers") hereby unconditionally and fully releases, remises, acquits, satisfies, and forever discharges the other parties and their respective successors, predecessors, officers, directors, shareholders, agents, servants, employees, parent corporations, subsidiary corporations, heirs, personal representatives and legal representatives (hereinafter jointly and severally called "Releasees"), and each of them, of and from any and all actions, causes of action, suits, lawsuits, proceedings, debts, dues, obligations, responsibilities, liabilities, sums of money, accounts, invoices, statements, reckonings, bonds, bills, specialties, covenants, contracts (both express and implied), agreements, promises, guarantees, warranties (both express and implied), controversies, variances, negligence, damages, judgments, executions, penalties, interest, costs, expenses, attorneys fees, claims, and demands whatsoever, of any nature whatsoever, in law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, direct or indirect, latent or patent, discoverable or undiscoverable,

which Releasors ever had, now have or can, shall or may hereafter have, against Releasees, or any of them, either alone or in combination with any of themselves or others, upon or by reason of any matter, cause, occurrence, event, relationship, transaction or thing whatsoever from the beginning of the world to the date of this release related to or arising out of any of the following: _____]

Party A hereby covenants and agrees not to sue Party B or its heirs, personal representatives, successors, assigns, employees, beneficiaries, trustees, officers, directors, shareholders, or agents, or any of them, on account of any of the matters released by this instrument and not to encourage or assist anyone else to do so.

Party A hereby covenants, agrees and acknowledges that it has not and, to the extent allowed by law, will not file any action, suit or complaint on account of any of the matters released by this instrument against, or in any way involving, any other party (whether collectively or individually) with any local, state or federal authority or any other person, entity, company, organization or governmental agency, authority or department and will not encourage or assist anyone else to do so.

Party A hereby agrees to defend, indemnify and hold harmless Party B and its members, shareholders, directors, officers, employees, agents, independent contractors, and representatives from any and all claims, demands, actions, lawsuits, liability, fees, attorneys' fees, expenses, costs, injuries, health care bills, and damages whatsoever, including but not limited to compensatory, consequential, punitive and other damages, arising from or related to any of the matters released hereby.

This settlement is in full compromise of a disputed claim. Neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

Party A hereby warrants and represents to Party B that it has not sold, assigned, granted, conveyed or transferred to any other person, firm, corporation or entity any of the matters released hereunder.

This instrument shall be governed by Florida law.

Party A and Party B shall each bear all attorneys' fees and costs arising from the actions of its own counsel in connection with this matter.

Each person signing this instrument warrants and represents it has read this release and understands it and that the person or entity on whose behalf it is signing has given it full, complete and proper authority to execute this instrument.

The parties hereto are obligated to keep the terms of this settlement confidential. It is specifically understood that no release of information concerning this settlement shall be made to the news media, and that disclosure of the terms of settlement shall be restricted to those disclosures which are required by law or as may be necessary to enable the undersigned to facilitate appropriate tax reporting, or in the conduct of business necessary to complete this settlement. If inquiry is made by any person about this release or the settlement, the parties agree that they will state only that they have resolved their differences amicably and that any litigation has been ended.

Party A, in consideration of the final payment in the amount of \$_____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ on the job of Party B to the following described property, and agrees to execute and deliver a separate satisfaction and discharge of lien in recordable form immediately upon request without further payment: _____.

IN WITNESS WHEREOF, the Party A has executed this Release on the date above-first written.

_____:

a Florida corporation

By: _____

Title: _____

Witnesses

_____:

By: _____

Title: _____

Witnesses

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a Florida corporation.

Notary Public-State of Florida:

sign _____

print _____

Personally Known ____; OR Produced Identification ____

Type of Identification Produced: _____

Affix Seal Below:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

