

RELEASE OF LIABILITY (GENERAL RELEASE)

1. 1. Parties

This Release of Liability (the "Release") is made effective as of [EFFECTIVE DATE] by [RELEASOR NAME], located at [RELEASOR ADDRESS] (the "Releasor"), in favor of [RELEASEE NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [RELEASEE ADDRESS] (the "Releasee"). References to the Releasee include its owners, officers, directors, members, employees, agents, contractors, insurers, attorneys, parent and affiliated entities, predecessors, successors, and assigns (collectively, the "Released Parties"). References to the Releasor include the Releasor's heirs, executors, administrators, personal representatives, successors, and assigns.

2. 2. Background and Description of the Matter

On or about [DATE OF INCIDENT], the following occurred: [DESCRIPTION OF THE INCIDENT, DISPUTE, OR EVENT — describe the facts specifically, including the location, the property or persons involved, and the nature of the alleged loss] (the "Matter"). The Releasor asserts or may assert claims against the Releasee arising out of the Matter, including [NATURE OF CLAIMS, e.g., property damage, personal injury, breach of contract, unpaid amounts]. The Releasee denies liability for the Matter. The Parties wish to resolve the Matter fully and finally without litigation and without further expense, and have agreed to the terms below.

3. 3. Consideration

In exchange for this Release, the Releasee will pay the Releasor the total sum of [SETTLEMENT AMOUNT] (the "Consideration"), payable by [PAYMENT METHOD] no later than [PAYMENT DEADLINE, e.g., 10 business days] after this Release is signed and delivered. Additional or non-monetary consideration, if any, consists of: [ADDITIONAL CONSIDERATION, e.g., repair of the damaged property, return of specified items, cancellation of an outstanding invoice, or "None"]. The Releasor acknowledges that the Consideration is fair, adequate, and sufficient for the release given here, and that the Releasor is not entitled to any further payment, reimbursement, benefit, or performance from the Released Parties relating to the Matter.

4. 4. General Release of Claims

On receipt of the Consideration, the Releasor fully and forever releases, acquits, and discharges the Released Parties from any and all claims, demands, actions, causes of action, liabilities, obligations, damages, losses, costs, expenses, and attorney fees of every kind and nature, whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that the Releasor has, ever had, or may have arising out of or in any way relating to the Matter, from the beginning of time through the Effective Date. This Release covers claims for property damage, personal injury, emotional distress, lost income, breach of contract, negligence, misrepresentation, statutory claims, and all other theories of recovery arising from the Matter.

5. 5. Waiver of Unknown Claims

The Releasor understands that the injuries, damages, or losses arising from the Matter may be more serious than currently known, that the full extent may not be discovered until later, and that the Releasor is nonetheless releasing all claims arising from the Matter, including those that are presently unknown or unanticipated. The Releasor expressly waives the benefit of any statute, rule, or common-law principle that would otherwise preserve claims that the Releasor does not know or suspect to exist at the time of signing, including California Civil Code section 1542 and any comparable provision of any other jurisdiction. This waiver is a material part of the bargain, and the Consideration would not have been paid without it.

6. 6. Claims Not Released

This Release does not extend to: (a) any obligation created by this Release itself, including the obligation to pay the Consideration; (b) claims that cannot be released as a matter of law, including any right to file a charge with or participate in an investigation by a government agency; (c) claims arising from events occurring after the Effective Date and unrelated to the Matter; and (d) the following expressly excluded claims: [EXCLUDED CLAIMS, e.g., an unrelated open invoice, a pending warranty claim, a separate contract dispute, or "None"]. Nothing in this Release waives any right to workers compensation benefits where that waiver is prohibited by law.

7. 7. No Admission of Liability

This Release is a compromise of a disputed matter. Neither the payment of the Consideration nor any term of this Release is, or may be construed as, an admission of liability, fault, wrongdoing, or the validity of any claim or defense by any Party. The Released Parties expressly deny liability for the Matter. This Release is not admissible in any proceeding as evidence of liability, except in an action to enforce its terms.

8. 8. Covenant Not to Sue

The Releasor agrees not to file, join, prosecute, fund, or voluntarily assist any lawsuit, arbitration, administrative proceeding, or other action against any of the Released Parties arising out of the Matter, and agrees to withdraw with prejudice any such action already filed. If the Releasor breaches this covenant, the Releasor will be responsible for the reasonable attorney fees and costs the Released Parties incur in defending the action and in enforcing this Release, in addition to any other remedy available. This section does not restrict participation in a government agency proceeding where that participation cannot lawfully be waived, although the Releasor waives any individual monetary recovery from such a proceeding relating to the Matter.

9. 9. No Assignment of Claims

The Releasor represents and warrants that the Releasor is the sole owner of the claims released here; that the Releasor has not assigned, pledged, sold, or transferred any claim relating to the Matter to any person or entity; and that no other person or entity has any right to assert a claim arising from the Matter through the Releasor. The Releasor further represents that no lien, subrogation interest, medical provider claim, or insurer right of reimbursement relating to the Matter exists, except as disclosed here: [DISCLOSED LIENS, or "None"]. The Releasor is responsible for satisfying any such lien or interest out of the Consideration and will indemnify the Released Parties against any claim asserted by a lienholder.

10. 10. Confidentiality

SELECT ONE. Option A — Confidential: the Releasor will keep the existence and terms of this Release, including the amount of the Consideration, confidential, and will not disclose them except to a spouse, attorney, accountant, or tax authority, or as required by law or valid legal process. Option B — Not confidential: this Release contains no confidentiality obligation. The option selected by the Parties is: [OPTION A OR OPTION B]. If Option A is selected, the Releasor will direct anyone who receives the information to maintain the same confidentiality, and a disclosure required by law will be preceded by reasonable written notice to the Releasee where legally permitted.

11. 11. Voluntary and Informed Execution

The Releasor acknowledges that: the Releasor has read this Release in full and understands its terms; the Releasor has had the opportunity to consult an attorney of the Releasor's choosing and has either done so or knowingly chosen not to; the Releasor is signing voluntarily and not as a result of any threat, duress, coercion, or promise not contained in this document; the Releasor has had sufficient time to consider this Release and to evaluate the full

extent of any injury or loss; and the Releasor is not relying on any statement or representation of any Released Party outside this document. The Releasor is of legal age and mentally competent to sign. If the Releasor is signing on behalf of a minor or an incapacitated person, the signer represents that they have legal authority to do so and that court approval, if required, has been obtained.

12. 12. Governing Law, Enforcement, and General Provisions

This Release is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any action to enforce it will be brought in the courts located in [VENUE COUNTY AND STATE]. This Release is the entire agreement between the Parties regarding the Matter and supersedes all prior discussions, offers, and understandings, and it may be modified only in a writing signed by both Parties. If any provision is held unenforceable, the remaining provisions stay in effect and the unenforceable provision will be narrowed to the extent necessary to be enforceable. This Release binds and benefits the Parties and their heirs, successors, and assigns. The prevailing Party in any action to enforce this Release may recover reasonable attorney fees and costs.

13. 13. Signatures

By signing below, the Releasor confirms having read and understood this Release and agrees to be bound by it as of the Effective Date. RELEASOR: [RELEASOR NAME]. Signature: _____. Printed Name: [RELEASOR PRINTED NAME]. Date: [DATE]. ACCEPTED — RELEASEE: [RELEASEE NAME]. Signature: _____. Printed Name: [SIGNER NAME]. Title: [TITLE]. Date: [DATE]. [OPTIONAL NOTARY BLOCK: State of [STATE], County of [COUNTY]. Subscribed and sworn before me on [DATE] by [RELEASOR NAME]. Notary Public: _____. My commission expires: [DATE].] This Release may be signed in counterparts and electronic signatures have the same effect as originals.

14. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Releases are interpreted under state law and some claims cannot be released at all, including certain wage, workers compensation, and statutory rights, while age-discrimination releases and releases signed by minors carry specific procedural requirements. Signing a general release is usually irreversible, and once executed you generally cannot pursue the claim even if your loss turns out to be far greater than you believed. Consult a licensed attorney before signing a release involving injury, employment, or a significant sum. Use of this template does not create an attorney-client relationship with ScanContract.