

Information or instructions: Release of claims

PREVIEW

1. A release of claims form may be used prior to obtaining a judgment or simultaneously with the execution of a release of judgment in the event that the matter has been litigated and a judgment obtained.
2. The release of claims releases a party from any and all claims whether known or not and includes an indemnification provision.
3. The following release form states that the attorney of record has reviewed the proposed settlement offer and recommended the same to the clients and that in the attorney's opinion the settlement is fair and should be accepted by the clients.

Form: Release in full of claims

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RELEASE IN FULL OF CLAIMS

State of Texas

County of _____

The following persons [Names], "Plaintiffs," have asserted a claim against [Name], "Defendants."

The sum and substance of the complaint is [set forth basis of cause of action].

There is considerable doubt, disagreement, dispute and controversy with reference to the validity of Plaintiffs' claim against Defendant, and as to the legal or moral liability of Defendant for any amount of damages or justification for legal relief and there is further doubt, disagreement, uncertainty and confusion as to the amount of liability, if any.

THEREFORE I, as the duly authorized officer and agent of [Name], in consideration of the sum of \$[Amount], receipt of which is acknowledged and confessed, release, acquit and forever discharge on behalf of Plaintiffs, Plaintiffs' heirs, executors, legal representatives, administrators, successors and assigns, release, acquit and forever discharge and its successor corporations, their employees, representatives, successors, insurers and assigns, and all other persons, firms or corporations who might be liable to me for any and all claims, demands, charges, costs of court

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including but not limited to attorney fees, and causes of action of whatsoever nature, or any other legal theory arising out of the circumstances described in [identify], and more particularly in the

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papers on file in the following styled and numbered cause: , from any and all liability damages of any kind known or unknown, whether in contract or in tort, property damages and any other damages which have accrued or may ever accrue to us, our heirs, executors, legal representatives, administrators, successors or assigns, for or on account of the facts and subject matter referred to in

Cause no. and styled.

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The aforementioned consideration is accepted by the undersigned in full satisfaction of all damages or claims owed to us or that may be owed to us by and its successor corporations. It is further understood that this is a compromise and settlement of all matters alleged by the undersigned, including but not limited to, those contained in the petition, styled and pending in . It is also agreed to by the parties to this release that upon acceptance by the undersigned of the consideration recited in this release that the undersigned shall dismiss or cause to have dismissed the above-styled and numbered cause with prejudice.

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It is further understood and agreed that there are no promises of any additional payments or of any further benefits to be received by the undersigned from [Party], its employees, agents, successors, assigns and/or affiliates other than the consideration recited in this release.

It is further understood and agreed that in making this settlement, the acceptance of the undersigned of the consideration stated is in full accord and satisfaction of disputed claims. The payment of the sums of money is not now, nor at any time in the future, to be construed as an admission of liability by any respondent or defendant, all of which has been expressly denied and vigorously contested.

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As further consideration for the payment of the above stated sum of money and as an essential part of this Release in Full, the undersigned parties agree to keep confidential the facts, terms and conditions of this Release in Full, including all terms and provisions. The undersigned further agrees and acknowledges that this settlement is a confidential matter and that the performance of the parties being released herein is conditioned upon strict honoring of this confidentiality and not disclosing to any party any of the terms hereof.

As part of the consideration for the payment of the above mentioned sum of money by the parties released, I expressly warrant and represent and do state for the parties referred to above and represent to each and all of the parties released, that I am legally competent to execute this release and agreement and I am above the age of eighteen (18) years, that no promise or agreement which is not expressed has been made to me in executing this release, and that I am not relying upon any statement or representation of any agent of the parties being released. I am relying on my own judgment and I have been represented by legal counsel in this matter. The aforesaid legal counsel has read and explained to me the entire contents of this release, as well as the legal consequences of this release, and I understand that this release shall operate as a full and complete and final release and settlement of any and all claims referred to above.

As part of the consideration for the payment of the above sum of money, the undersigned agree to and do indemnify and hold harmless each and all of the parties released from any and all claims, demands, costs of court, attorney fees, actions and causes of actions which may be asserted by any person, firm or corporation claiming by, through or under us in connection with this release.

It is acknowledged, agreed and understood that I have read this full release and that it is a complete, written statement of the terms and conditions of the release.

Signed on _____ **LegalFormsForTexas.Com**

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Name

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