

Mutual Release Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Mutual Release Agreement

This Mutual Release Agreement (this "Agreement") is made on [Date] between [First party full legal name] of [First party address] and [Second party full legal name] of [Second party address] (each a "Party" and together the "Parties").

A dispute or disagreement has arisen between the Parties concerning [Describe the dispute, e.g. a contract disagreement or an unpaid invoice] (the "Dispute"). The Parties wish to resolve the Dispute fully and finally on the terms set out below, without either Party admitting any fault, wrongdoing or liability.

1. Settlement Terms

In exchange for the mutual promises and releases in this Agreement, the Parties agree to resolve the Dispute on the following terms:

[Settlement payment terms, e.g. \$2,500 due within 14 days, or "No payment"] .

Beyond anything stated above, neither Party owes the other any further payment, performance or consideration on account of the Dispute.

2. Mutual Release

Each Party, on behalf of itself and its heirs, executors, administrators, successors and assigns, releases and forever discharges the other Party, and that other Party's officers, directors, employees, agents, successors and assigns, from any and all Released Claims (defined below).

This release is mutual: each Party is both a releasing party and a released party under this clause. Neither Party is released from its obligations created by this Agreement itself, including the settlement terms above.

3. Scope of Released Claims

"Released Claims" means any and all claims, demands, causes of action, damages, debts, obligations and liabilities of every kind, whether known or unknown, suspected or unsuspected, arising out of or related to the Dispute or to the facts, events, acts or omissions underlying it, from the beginning of time through the date of this Agreement.

Released Claims include, without limitation, claims arising in contract, tort, statute or equity, and — to the extent they relate to the Dispute — claims a Party does not know about or suspect to exist as of the date of this Agreement, which, if known, might have affected that Party's decision to enter into this Agreement. Each Party knowingly and voluntarily waives any statutory or common-law protection that would otherwise limit a

release of claims not known at the time of signing, to the extent permitted by applicable law.

4. Claims Not Released

Nothing in this Agreement releases:

- (a) any obligation created by this Agreement itself, including the settlement terms above;
- (b) any claim arising from an act or omission occurring after the date of this Agreement;
- (c) any claim that applicable law does not permit a Party to release by private agreement.

5. No Admission of Liability

This Agreement is a compromise of disputed claims. Nothing in this Agreement, and nothing said or done in negotiating it, is or shall be construed as an admission by either Party of any fault, wrongdoing or liability, all of which each Party expressly denies.

Neither this Agreement nor any part of it is admissible in any proceeding as evidence of liability, except a proceeding to enforce the terms of this Agreement itself.

6. Confidentiality of Settlement

Each Party shall keep the existence and terms of this Agreement confidential and shall not disclose them to any third party, except: to their attorneys, accountants and financial advisors on a need-to-know basis; where required by law, regulation, court order or a regulator; to enforce this Agreement; or where the other Party gives prior written consent.

If disclosure is required by law or legal process, the disclosing Party shall (where lawful and practicable) give the other Party prompt notice before disclosing, so that Party may seek protective treatment.

7. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

8. General

This Agreement is the entire agreement between the Parties concerning the Dispute and replaces any earlier understanding about it. It may only be amended in a writing signed by both Parties.

Each Party represents that it has not assigned or transferred, and will not assign or transfer, any Released Claim to any other person. If any provision of this Agreement is held unenforceable, the rest continues in force.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

First Party

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Second Party

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____