

RELEASE AND TRUST AGREEMENT

Claim Number:

KNOW ALL MEN BY THESE PRESENTS

that I, _____ of the City of _____ in the State of New Jersey, being of Majority Age, for and in consideration of _____ the receipt whereof is hereby acknowledged, do release and forever discharge Gregory Johnson and Isaiah Hall Insurance Company, hereinafter referred to as the company, from any and all liability under the Uninsured Motorists Coverage of policy number _____ issued in the name of _____, by the Company resulting from an accident which occurred on or about the 5th day of July, 2008, at or near Severn Rd, Severn, MD.

It is understood and agreed that this is a full and final settlement of all claims for death, injuries, loss or damage, known and unknown, _____ may have under the Uninsured Motorist Coverage of policy _____ issued in the name of _____, by the Company. As a further consideration of this payment, I, _____, agree to hold in trust for the benefit of the Company all rights, claims and causes of action which I have or may have against the person or persons or organization legally responsible in whole or in part for the injuries and damages sustained by the insured arising from this accident. I, _____ will take, through the representative designated by the Company, such action in my own name as is requested by the Company to recover damages from the person or persons or organization legally responsible to me therefore and the Company shall have the right at its election to employ an attorney of its choice to represent me in any such action to be taken in my name.

Any monies recovered as a result of judgment, settlement, or otherwise, whether obtained as a result of action requested by the Company or not, will be paid to the Company provided, however, any sum recovered in excess of \$ _____ shall be retained by me, and I hereby covenant and agree that from said monies to be paid to me that I will pay a proportionate share therefrom of the costs, expenses, and attorney fees incurred in the action taken for the recovery of said monies.

I HEREBY REPRESENT AND COVENANT THAT:

- (1) No settlement or agreement has been made or will be made by me or in my behalf with any person or organization other than the Company affecting Liability to me for loss or damage resulting from the above described accident, and no release, receipt, covenant or agreement of any kind has been made or given by me or in my behalf or will in the future be made or given by me or in my behalf, without the written consent of the Company.
- (2) No determination, award, verdict or judgment has been made relating to my damages or injuries resulting from the above described accident by any arbitrators, referee, Commission or Court.
- (3) No Workmen's Compensation benefits of any kind, either financial or medical care or treatment, have been received by me or in my behalf, nor has any claim been made or petition filed by me or in my behalf under any Workmen's Compensation Act, as a result of the above described accident, and that, to the best of my information and belief, said accident did not arise out of and in the course of my employment with my employer.

IT IS UNDERSTOOD AND AGREED that the Company has relied upon the foregoing covenants and representations as material to its contractual obligations to me as evidenced by the payment referred to herein, and that in the event any such covenant or representation is not true, I will return and repay said amount to the Company within thirty (30) days after the Company has given written notice to me of the falsity of such representation or covenant and demand for such repayment; and that the within instrument and the aforesaid written notice and demand by the Company shall be sufficient as evidence to establish my obligation to the Company in any legal proceedings relating thereto.

It is expressly warranted and agreed that no promise or agreement not herein expressed has been made to me, and in executing this release I am not relying upon any statement or representation made by anyone who has acted for the Company or on its behalf, but I am relying solely upon my own judgment.

In witness whereof, I have hereunto set my hand and seal this _____ day of

_____, 20__.

_____ (seal)

_____ (seal)

SEALED AND DELIVERED IN THE PRESENCE OF

Witness _____ Address _____

State of _____

County of _____

On this _____ day of _____ in the year two-thousand and _____ before me personally came and appeared

_____, the person described in and who executed the foregoing instrument, and he (or she) acknowledged to me that he (or she)

executed the same.

Official Title

MEMBER INSURANCE CRIME PREVENTION INSTITUTE

ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.