



Miller & Zois Llc
7310 Ritchie Hwy
Glen Burnie, MD 21061

Insured:
Date of loss:
Claim number:
Your Client:

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the payment to me/us the sum of (\$) dollars, and other good and valuable consideration, I/we for myself/ourselves, my (our) agents, principals, attorneys, insurers, heirs, executors, administrators, predecessors, assigns and all who claim derivatively through me/us, (all sometimes hereinafter the "Releasor"), hereby provide this Release of all claims as set forth more fully below.

Releasor hereby generally releases, acquits and forever discharge and and all of his/her/its/their agents, principals, partners, officers, directors, employees, associates, attorneys, insurers, heirs, executors, administrators, predecessors, successors, affiliated entities, and assigns (all sometimes hereinafter the "Released Party") for each and all claims, suits, actions, causes of actions, administrative claims, statutory claims, damages, claims for damages of whatever nature or description, whether known or unknown, including, but not limited to, all debts, dues, sums of money, covenants, contracts, controversies, compensatory damages, punitive damages, costs, expenses, attorneys' fees, costs of litigation, and otherwise, which Releasor has against the Released Party, as now appearing or as may appear at any time in the future, from the beginning of creation to the date of this Release, including all claims arising out of the or in any way related to an accident that occurred on or about at or near in MD (hereinafter the "Accident"). This Release includes all claims of whatever nature or description, including but not limited to claims for negligence, breach of contract, wrongful death and/or survivorship claims, and also specifically includes each and all of those claims for damages which have been asserted or could have been asserted by Releasor against Released Party. This Release is executed with the full knowledge and understanding on Releasor's part that there is likely to be, or may be, more serious consequences, damages or injuries than now appear, and that more serious and permanent injuries, even death, may result.

In addition to the Released Party, Releasor acknowledges that Releasor is releasing all other persons, firms, entities and corporations, whether named or unnamed and whether known or unknown, against whom Releasor now has or may in the future have for each and all claims, suits, actions, causes of actions, administrative claims, statutory claims, damages, and claims for damages and injuries arising out of or in any way related to the Accident, including, but not limited to, all debts, dues, sums of money, covenants, contracts, controversies, compensatory damages, punitive damages, costs, expenses, attorneys' fees, costs of litigation, or otherwise.

To the extent that this Release is determined not to be effective as to any person, then all damages against anyone other than the Released Party which arise out of or are in any way related to the Accident are reduced under the provisions of the Uniform Contribution Among Tortfeasors Act to the extent of the amount paid under this Release or the statutory *pro rata* share, whichever is greater, of the Released Party, and the Released Party is to be considered joint tortfeasors with any other tortfeasors liable to the Releasor for damages arising out of or related to the Accident to the same extent as if the Released Party were adjudicated to be joint tortfeasors by a final judgment of a court of record after trial on the merits.

The foresaid payment shall not be construed as an admission of liability but is in compromise and settlement of a claim which is denied and disputed. The settlement check(s) shall be made payable as follows: Miller & Zois and

The Releasor covenants and agrees to indemnify and hold the Released Party harmless from all claims and demands for damages, costs, expenses, attorneys fees, litigation expenses, which the Released Party may incur or pay as a result of any other claim or suit by Releasor against any other party.

Releasor represents and warrants that Releasor does not know of any lien (or asserted liens), whether for medical care, medical statutory lien, workers' compensation lien, statutory lien, Medicare, Medicaid or otherwise, or other encumbrance, against the proceeds of this settlement. Releasor represents and warrants that said liens shall be properly satisfied and/or released and Releasor shall provide satisfactory proof of the same to the Released Party. Releasor hereby agrees that the monies paid under this settlement shall be deposited into Releasor's attorneys' escrow account until all such liens and encumbrances are satisfied and/or released. Releasor hereby agrees to indemnify and hold the Releasee(s) harmless from any such lien or encumbrance, including paying to the Releasees the cost of litigation, attorney's fees, and judgment. It is understood that it is a condition of settlement that Releasor must provide in writing to the Released Party an acknowledgment that there are no known liens or encumbrances, other than those indicated above.

Releasor hereby declares and represents that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release and agreement Releasor understands and agrees that Releasor relies wholly upon Releasor's own judgment, belief and knowledge of the nature, extent and duration of said injuries, and that Releasor has not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters, made by the Released Party, or by any person or persons representing the Released Party.

This Release shall be governed by and be construed in accordance with the laws of the State of Maryland, including, without limitation, in relation to all matters of formation, interpretation, construction, validity, performance and enforcement.

No term or provision of this Release may be varied, changed, modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the variation, change, modification, waiver, discharge or termination is sought. The waiver by any part hereto of any breach of any provision of this Release shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or at any future time of such provision or of any other provision hereof.

The provisions of this Release are severable and, if any part is found to be unenforceable, the other portions shall remain fully valid and enforceable.

This Release contains the entire agreement between the parties hereto and that no representations or inducement other than the consideration recited have been made and the terms of this Release are contractual and not a mere recital.

Releasor represents that Releasor has authority to enter this Release and further represents that prior to signing this Release, Releasor has read it, consulted with counsel of Releasor's choice, and understands its terms and conditions. Releasor has voluntarily signed and sealed this Release of Releasor's own free will and accord.

WITNESS my/our hand(s) and seal this _____ day of _____, 20__.

In the presence of:

CAUTION! READ BEFORE SIGNING

Witness

State of Maryland, County of _____

On this _____ day of _____, 20____. Before me personally appeared _____
_____, to me known to be the person...described herein, and who executed the foregoing instrument and he/she
acknowledged that he/she voluntarily executed the same.

My term expires _____, 20____.

Notary Public

CLAIM NUMBER: :

Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.