

MUTUAL RELEASE OF LIABILITY

This Mutual Release of All Claims (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [RELEASOR NAME], with an address of [RELEASOR ADDRESS] ("First Party" or "Releasor"), and [RELEASEE NAME], a Corporation, with an address of [RELEASEE ADDRESS] ("Second Party" or "Releasee"). Each a "Party" and together the "Parties."

1. Background

The Parties are or have been involved in the following matter (the "Dispute"): [DESCRIBE THE DISPUTE MATTER BEING MUTUALLY]. The Parties desire to resolve the Dispute fully and finally and to **release each other** from all claims arising from or related to it, without admission of liability by either Party.

2. Consideration

The Parties' mutual promises, covenants, and releases set forth herein constitute full and sufficient consideration, the receipt and adequacy of which are acknowledged.

3. Release by First Party

First Party, on behalf of First Party and First Party's heirs, executors, administrators, successors, assigns, affiliates, officers, directors, members, managers, employees, agents, attorneys, and insurers, hereby **releases, acquits, and forever discharges** Second Party and Second Party's heirs, executors, administrators, successors, assigns, affiliates, officers, directors, members, managers, employees, agents, attorneys, and insurers (collectively, the "Second Party Parties") from any and all claims, demands, causes of action, liabilities, damages, costs, and expenses of every kind — **whether known or unknown, suspected or unsuspected, past, present, or future, at law or in equity** — arising out of or related in any way to the Dispute.

4. Release by Second Party

Second Party, on behalf of Second Party and Second Party's heirs, executors, administrators, successors, assigns, affiliates, officers, directors, members, managers, employees, agents, attorneys, and insurers, hereby **releases, acquits, and forever discharges** First Party and First Party's heirs, executors, administrators, successors, assigns, affiliates, officers, directors, members, managers, employees, agents, attorneys, and insurers (collectively, the "First Party Parties") from any and all claims, demands, causes of action, liabilities, damages, costs, and expenses of every kind — **whether known or unknown, suspected or unsuspected, past, present, or future, at law or in equity** — arising out of or related in any way to the Dispute.

5. Unknown Claims

Each Party expressly assumes the risk that facts or law relating to the Dispute may be other than believed, and agrees that this Agreement shall remain in full force and effect notwithstanding any such difference. This Agreement extends to all claims arising from the Dispute, **whether or not presently known or suspected**.

6. Covenant Not to Sue

Each Party covenants not to file, prosecute, or voluntarily assist any civil action, arbitration, or administrative proceeding against the other Party or its released parties concerning any claim released herein. A breach of this covenant entitles the non-breaching Party to recover damages, including attorneys' fees and costs incurred in defending the barred action.

7. Non-Admission of Liability

This Agreement is a compromise of disputed claims. Neither this Agreement nor any act performed or document executed pursuant to it is or may be construed as, or used as, an admission by either Party of any fault, wrongdoing, or liability. This Agreement shall not be admissible in any proceeding as evidence of liability of either Party, except in a proceeding to enforce its terms.

8. Mutual Non-Disparagement

Each Party agrees not to make any statement, oral or written, public or private, that disparages, defames, or reflects adversely on the other Party, its business, products, services, officers, directors, employees, or agents, relating to the Dispute or otherwise. This obligation does not restrict (a) truthful testimony compelled by subpoena or court order; (b) statements required by law; (c) statements made in the good-faith enforcement of this Agreement; (d) participation in or provision of information to any government investigation; or (e) the exercise of rights protected by the National Labor Relations Act, SEC Rule 21F-17, or analogous whistleblower protections.

Gross-negligence carve-out. These releases do not extend to claims arising from gross negligence, recklessness, willful or wanton misconduct, or intentional acts to the extent not permitted to be released under the law of [STATE].

Acknowledgments

Each Party represents that (1) it has full legal capacity and authority to enter this Agreement; (2) has read and understood this Agreement; (3) signs voluntarily; (4) has had the opportunity to consult independent counsel; (5) is not relying on representations outside this Agreement; and (6) understands this is a **complete and final mutual release**.

General Provisions

Governing Law. [STATE] law governs.

Severability; Entire Agreement; No Oral Modification; Binding Effect; Counterparts; Electronic Signatures. Standard terms apply; ESIGN Act (15 U.S.C. § 7001 et seq.) recognized.

Signatures

First Party

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Second Party

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE