

RELEASE OF ALL CLAIMS

This agreement is made by and between _____ of California, hereinafter called "Releasor", and , XXX _____ hereinafter called "Releasees". Releasor, pursuant to Sections 1541 and 1542 of the California Civil Code extinguishes her rights and claims against the Releasees as hereinafter enumerated. In consideration of a check or draft in the amount of **DOLLARS and 00/100 (\$)**, made payable to _____ and her attorney of record, _____, receipt of which is hereby acknowledged, the Releasor agrees as follows:

1. The Releasors, on behalf of herself, her heirs, executors, administrators, and assigns hereby fully releases and discharges Releasees and their heirs, executors, administrators, assigns, themselves and their successors from all rights, claims and actions which the Releasor and her above-mentioned successors now have or may after the signing of this agreement have against the Releasees and their above-mentioned successors arising out of an accident which occurred on or about _____, 2000, at, about and on property described as XXXX _____ located in the City of _____, County of _____, State of California, when Releasor *slipped and fell on a substance on the floor*, hereinafter referred to as Releasor's Complaint.

2. This Release, notwithstanding Section 1542 of the California Civil Code which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him must have materially affected his settlement with the debtor,"

releases all injuries, damages or losses to Releasor's person and property, real or personal, whether known, unknown, foreseen, unforeseen, patent or latent, which Releasor may have against Releasees. Releasor understands and acknowledges the significance and consequence of such specific waiver of Section 1542, and hereby assumes full responsibility for any injuries, damages or losses that she may incur from the above-mentioned event.

3. This Release and settlement includes any and all liens for medical services, legal services, worker's compensation benefits paid, or liens of any other kind whatsoever, whether actual or asserted, present or prospective, any claims, causes of action or rights to attorney's fees, interest and costs incurred, any rights, claims or interest in cause of action or claim for insurance bad faith based on case law or California Insurance Code Section 790.03(h), whether actual or asserted, present or prospective, as against XXX _____ (Releasees). Releasor further agrees for herself, her heirs, executors, administrator and assigns, to fully and expressly indemnify, save and hold harmless and defend Releasees from and against all claims, demands, causes of action, damages, costs and losses, and liabilities arising out of any liens described herein.

4. Furthermore, Releasor agrees that the monies paid by XXX, _____ in consideration of this agreement are for reimbursement of medical expenses, lost wages and disability, as well as complaints of pain and suffering, which resulted from the trip and fall accident which forms the basis of plaintiff's claims and Complaint, Los Angeles County Superior Court, Case No. _____.

5. This Release is freely and voluntarily executed by me, XXX, _____ and I hereby declare and represent that the injuries sustained are permanent and progressive,

and that recovery therefrom is uncertain and indefinite, and in making this Release and agreement it is understood and agreed that I rely wholly upon my agents and my own judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I have not been influenced to any extent whatsoever in making this Release by any representations or statements regarding said injuries or regarding any other matters made by persons, firms or corporations who are hereby released, or by any person or persons representing them or by any physician or surgeon employed by them.

6. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that payment of said money is not to be construed as an admission of liability on the part of XXX, _____ their agents, employees and officers, by whom liability is expressly denied.

7. The Releasor has read this Release and had the terms used herein, and consequences thereof, explained by _____ of Los Angeles County, California, licensed as an attorney of the State of California, who is representing Releasor in Los Angeles County Superior Court, Case No. _____

8. This Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

WITNESS my hand and signature on this _____ day of _____, 2009
