

RELEASE OF ALL CLAIMS

KNOW ALL BY THESE PRESENTS, That \_\_\_\_\_ for and in consideration of the payment of \_\_\_\_\_, ( \_\_\_\_\_ ), the receipt and sufficiency of which is hereby acknowledged, does (do) hereby for myself (ourselves) and for my (our) heirs, executors, administrators, successors, assigns, and any and all other persons, firms, employers, corporations, associations or partnerships release, acquit and forever discharge \_\_\_\_\_, and his, her, their, or its agents, servants, successors, heirs, executors, administrators, assigns and all other persons, firms, corporations, associations or partnerships of, and from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of wages, expenses, hospital and medical expenses, loss of consortium, loss of service, and any compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of an accident which occurred on or about \_\_\_\_\_, at or near Rt At

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It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim as to both questions of liability and as to the nature and extent of the injuries and damage, and that neither this release, nor the payment pursuant thereto, shall be construed as an admission of liability, such being denied.

The undersigned hereby declare(s) and represent(s) that the injuries are or may be permanent and that recovery therefrom is uncertain and indefinite and in making this release, it is understood and agreed that the undersigned rely(ies) wholly upon the undersign(s) judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party of parties being released, or their representatives, or by any physician or surgeon by them employed.

**FURTHER**, as a condition of the settlement and release I/we represent and warrant that as of the date of this signing, I/we have provided the released party's(ies)' insurer 21st Century North America Insurance Company ("Insurer") all information I/we know about any and all Medicare rights to recovery as of this date. I/we agree to reimburse, indemnify and hold harmless each of the persons, firms, corporations released hereunder and their Insurer, including their agents and assigns, with respect to all known and unknown Medicare rights to recovery related to the Subject Accident for which the federal government may seek repayment as well as any fine or penalty the federal government may seek resulting from the sufficiency and accuracy of the information I/we have provided to Insurer regarding Medicare rights to recovery known as of this date.

The undersigned further declare(s) and to represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

X \_\_\_\_\_  
SIGNATURE of Individual DATE

X \_\_\_\_\_  
SIGNATURE of Individual DATE

X \_\_\_\_\_  
WITNESS DATE

X \_\_\_\_\_  
WITNESS DATE

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.