

**FINAL RELEASE AND SETTLEMENT**

Claimants, [REDACTED] as the Personal Representative of the Estate of [REDACTED] individually, [REDACTED] a minor; [REDACTED] as Legal Guardian and Next Friend of [REDACTED] a minor; and [REDACTED] as Legal Guardian and Next Friend of [REDACTED] of them individually, and for each of themselves and their respective heirs, administrators, personal representatives, executors, and assigns and/or anyone claiming by or through them (hereinafter collectively referred to as "the Undersigned"), for the sole consideration of the sum of [REDACTED] payment of which is due from or on behalf of any one, some or all of [REDACTED] and [REDACTED] ("Defendants"), agree and represent as follows:

1. THE UNDERSIGNED DO HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE the DEFENDANTS and any of their respective officers, agents, servants and employees, and their insurers, attorneys and claim administrators, and their predecessors, successors, assigns, and any parent, subsidiary and/or affiliated entities, past, present and/or future (hereinafter collectively referred to as the "Released Parties") from any and all claims, demands and/or causes of action of whatever nature, whether or not they are in the contemplation of the Parties at the present time and whether or not they arise following the execution of this Final Release and Settlement, including but not limited to such alleged personal injury, property damages, expenses and/or other losses, and specifically including but not limited to, any claims for wrongful death and/or survivor damages, which have arisen or could arise out of the accident involving [REDACTED] that occurred on [REDACTED] (hereinafter the "Occurrence").

2. The Released Parties deny the allegations of the Undersigned, either in whole or in part, so that there now exists a dispute between the Undersigned, on the one hand, and the Released Parties, on the other, and any agreement to any settlement does not constitute an admission of liability, either in whole or in part, by the Released Parties.

3. Both the Undersigned and the Released Parties expressly acknowledge and agree that the damages and losses which the Undersigned may claim may not now be fully known and may be more numerous and more serious than now believed. In making this Final Release and Settlement, the Undersigned rely wholly upon their own judgment, and have been given the opportunity to consult with independent counsel of their choosing, and the Undersigned have not been influenced to any extent whatsoever by any representation or statement of any agent or representative of the Released Parties. The Undersigned acknowledge and agree that no other representation, promise or agreement, of any nature whatsoever, has been made to or with the Undersigned and that this Final Release and Settlement contains the entire agreement between the parties hereto.

4. The Undersigned further expressly agree that payment of any and all outstanding liens or claims by others regarding payments which may exist as a result of the Occurrence, from whatever source, including Medicare and/or Medicaid (the Undersigned expressly represent that there are no outstanding Medicare or Medicaid liens known to the Undersigned, but that if any should arise, the Undersigned shall satisfy the same and/or indemnify the Released Parties for any and all costs associated with satisfying same and responding to any such related claims, including attorney's fees), shall be the sole responsibility of the Undersigned, and that the Undersigned expressly release and forever discharge the Released Parties from responsibility for the payment of any such liens or claims, and that the Undersigned expressly agree to defend, indemnify and hold the Released Parties harmless from any and all claims by any and all third parties which may attempt to obtain recovery of such liens or claims from the Released Parties, including the payment of any attorney's fees.

5. It is understood and agreed that no withholding of income or other taxes has been, or is required to be, made from any portion of this settlement. The Undersigned specifically agree that to the extent any tax liability (state, federal or otherwise) may now or hereafter become due because of the payment of any sums pursuant to this Final Release and Settlement, such liabilities shall be the sole responsibility of the Undersigned, and the Undersigned shall pay any taxes, penalties or interest which may be due and payable. Moreover, if for any reason, at any time, a claim is made against the Released Parties for taxes of any kind on the payments made hereunder (or for attorneys' fees attributable thereto), the Undersigned shall within thirty (30) days of being notified of such claim(s), indemnify the Released Parties and hold them harmless against such claims, including any penalties and/or interest and attorney's fees.

6. The Undersigned expressly represent that there are no other primary beneficiaries pursuant to the Maryland Wrongful Death statute and no other viable wrongful death claims by any other individuals. To the extent that any other claims, demands and/or causes of action may arise, of whatever nature and from the Occurrence and/or the death of [REDACTED] and against the Released Parties, the Undersigned covenant with the Released Parties to indemnify and hold harmless any and all of them from any damages, costs, loss of service, expenses and compensation of whatever nature, including payment of attorney's fees and their results, past, present or future.

7. The Undersigned agree that this Final Release and Settlement expresses the full and complete settlement of all claims and, regardless of the adequacy of the compensation and consideration, it is intended to avoid litigation, that there is absolutely no agreement on the part of the Released Parties to make any payment or do any act or thing other than that which is herein expressly stated and clearly agreed to, and that all terms of this Final Release and Settlement are important parts of this contract and are binding upon all parties hereto.

8. The Undersigned agree that this Final Release and Settlement is to be given a neutral "plain language" interpretation and, wherever possible, it is to be construed so as to harmonize its provisions and to effect its purpose of resolving and/or avoiding all litigation and extinguishing all claims arising out of the Occurrence in return for the payments referenced herein.

9. The Undersigned agree that this Final Release and Settlement is to be governed by and interpreted pursuant to the laws of the State of Maryland.

10. Each and every provision of this Agreement is severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

11. The Undersigned expressly represent that, prior to signing this Final Release and Settlement, it was read by the Undersigned and the terms and conditions were understood, and the undersigned were given the opportunity to consult with independent counsel of their choosing, it was voluntarily signed without any coercion or undue influence.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**THIS IS A RELEASE - READ BEFORE SIGNING**

\_\_\_\_\_  
as the Personal Representative in the  
Estate of \_\_\_\_\_

\_\_\_\_\_ Individually

\_\_\_\_\_  
as Legal Guardian and Next Friend  
of \_\_\_\_\_

\_\_\_\_\_  
as Legal Guardian and Next Friend  
of \_\_\_\_\_

**STATE OF MARYLAND, TO WIT:**

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the subscriber, a Notary Public, in and for the State of Maryland and \_\_\_\_\_ (County/City) aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument, and acknowledged the foregoing Final Release and Settlement, and in my presence signed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
**NOTARY PUBLIC**