

General Release

- 🔊 The way this is written, you are releasing another person or company from an obligation to you or your company. It can easily be reversed in order to enable you to be the one released from an obligation.
- 🔊 It is especially important that if *you* are the one being released that you have a solid agreement like this in place.
- 🔊 This is a simple release, you may want to review the 'Mutual Release' also included in AgreementBuilder
- 🔊 The first part of the Memorandum should be completed and distributed to Releasee along with a copy of the General Release.

Date:

 **Month, Day, Year]**

To:

[Releasee]

From:

**[Owner/Founder]
[Company]**

Subject:

General Release

Attached is a "General Release" in order to discharge you / your company from your obligation to [Describe the exact obligation].

I believe that it embodies everything we discussed.

In return for this Release, I understand that you agree to pay me/my company \$[00,000].

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔊 **Do Not Use This Agreement 'As-Is.'**
- 🔊 **This Agreement Is Not Legal Advice.**
- 🔊 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔊 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔊 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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
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- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.


- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

General Release

- ☞ This is a standard introductory paragraph that lists the parties to the Agreement, their addresses and the date it is being entered into.
- ☞ You need to enter the date you are executing the Agreement along with the names and addresses of both parties. [Company] is the party who has the claim or is owed the obligation. The Releasee is the party paying [Company] so that he is no longer obligated.

Effective Date: **[Date]**

between **[Company Legal Name]**, (“[Company]” or “Releasor”)

located at  Address]
 [City], [State] [Zip Code]

and **[Releasee]**, (“Releasee”)

residing at [Address of Releasee].

1. Release of Liability

- ☞ In paragraph 2, [Company] agrees to release the Releasee from all liability.

[Company], voluntarily and knowingly executes this Release with the express intention of eliminating the Releasee’s liabilities and obligations as described below.

- ☞ Describe the specific obligations or liabilities that the Releasee is being released from. For example, replacement of carpeting.

- Xxx
- Xxx
- Xxx

2. Release of Claims

- ☞ Paragraph 3 states the exact occurrence that has lead to the obligation(s) described in paragraph 2.

[Company] hereby Releases the Releasee from all claims, known or unknown that have arisen or may arise from the following occurrence:

- ☞ You should describe the exact matter [Company] is releasing the Releasee from. For example, liability resulting from damage to [Company]’s carpets caused by the Releasee and his employees on January 5, 2003.

- Xxx
- Xxx
- Xxx

3. Consideration

- ☞ Generally, [Company] will receive money in return for granting the release. You should enter the exact amount that is being given in exchange for the release.


In exchange for granting this Release, [Company] has received the following consideration: \$[Amount being paid].

- ☞ Not only does [Company] grant a release on his own behalf, but he or she binds any other individual or entities that might start a claim under him or her. [Company] warrants or promises that he has not assigned any of his claims to other parties.

4. Binding Effect

In executing this Release, [Company] additionally intends to bind his spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. [Company] has not assigned any claim covered by this Release to any other party. [Company] also intends that this Release apply to the heirs, personal representatives, assigns, insurers and successors of Releasee as well as to the Releasee.

Understood, Agreed & Accepted

Both parties have carefully read  this Agreement and agree to its terms and conditions as of the Effective Date first written above.

- ☞ [Company] and his / her spouse, if any, should sign below, along with two witnesses.

[Owner/Founder]

- ☞ If this is a personal release, you may require their spouse's approval as well

Releasor's Spouse's Signature

[Releasee]

Witnesses:

Name

Address

Name

Address