

Mutual Release Agreement Drafting Guide

Document Format

1. Title

MUTUAL RELEASE AGREEMENT

2. Introduction / Recitals

This Mutual Release Agreement (“Agreement”) is made and entered into as of [Date] by and between [Party A Name & Address] and [Party B Name & Address] (collectively, the “Parties”).

WHEREAS, the Parties wish to formally resolve any and all claims, disputes, and obligations between them as of the date of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

3. Mutual Release Clauses

- Release by Party A:** Party A hereby releases, acquits, and forever discharges Party B from any and all claims, liabilities, actions, causes of action, demands, damages, and obligations, whether known or unknown, arising out of or related to [Description/Subject Matter].
- Release by Party B:** Party B hereby releases, acquits, and forever discharges Party A from any and all claims, liabilities, actions, causes of action, demands, damages, and obligations, whether known or unknown, arising out of or related to [Description/Subject Matter].

4. Representations and Warranties

- Each Party represents that it has not assigned or transferred any claim released under this Agreement.
- Each Party has full authority to enter into this Agreement.

5. No Admission of Liability

This Agreement is not and shall not be construed as an admission by either Party of any liability or wrongdoing.

6. Miscellaneous

- Governing Law:** This Agreement shall be governed by the laws of [Jurisdiction].
- Entire Agreement:** This document constitutes the entire agreement between the Parties relating to the subject matter herein.
- Counterparts:** This Agreement may be executed in counterparts.

7. Signatures

IN WITNESS WHEREOF, the Parties have executed this Mutual Release Agreement as of the date first above written.

[Party A Name]
Date: _____

[Party B Name]
Date: _____

Important Notes:

- Ensure both parties have authority to enter into the agreement and understand its effects.
- Clearly identify the scope of claims being released.
- The agreement should not contain language construed as an admission of fault.
- Consider consulting legal advice before executing a release agreement.
- Maintain original signed copies for both parties' records.