

# Mutual Release Agreement Drafting Guide

## Document Format

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### 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.

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[Party A Name]  
Date: \_\_\_\_\_

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[Party B Name]  
Date: \_\_\_\_\_

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### **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.