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How to Complete a General Release of All Claims

Settling a Dispute Privately, With the California Civil Code Section 1542 Waiver

INSTRUCTIONS — KEEP FOR YOUR RECORDS. DO NOT ATTACH THIS PAGE TO YOUR GENERAL RELEASE.

About this form. A **release** settles a dispute: one side (the **releasor**) gives up its claims in exchange for payment from the other side (the **releasee**). In California, a release does not cover unknown claims unless the releasor expressly waives **Civil Code Section 1542**, which this form includes. A release is permanent — once signed, you usually cannot reopen the claim, even if injuries or damages turn out to be worse.

1. **Be sure you are ready to settle**
   Do not sign until you understand the full extent of your injuries or damages. **If you were injured, talk to an attorney first.**
2. **Fill in the parties and the matter**
   Use full legal names. Describe the incident or dispute and its date clearly, so it is obvious what is being settled.
3. **Enter the payment**
   Write the exact amount and how and when it will be paid. Many people sign only when payment is delivered.
4. **Choose the scope**
   Release only claims from this matter (most common), or all claims of any kind. Read the Section 1542 waiver and initial it.
5. **Sign in front of a notary**
   The releasor signs; the releasee may also sign. Do **not** sign ahead of time. Bring a current government-issued photo ID. We come to you.
6. **Exchange copies and payment**
   Each side keeps a signed copy. Keep proof of payment with the release.

Good to Know

- Insurance companies usually require their own release form. Read it carefully, or have an attorney review it, before signing.
- A minor's injury claim generally needs court approval to settle. Some employee and statutory rights cannot be waived.
- Medical providers, health plans, or Medicare may have liens that must be paid from the settlement.

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SCAN TO BOOK

Questions about this document? Talk to an attorney. Gavrilov & Brooks Law Firm has attorneys licensed in California, Nevada, and other states. Phone and video consultations are available. **(916) 504-0529** · **www.gavrilovlaw.com**

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YOUR FORM BEGINS ON THE NEXT PAGE

GENERAL RELEASE OF ALL CLAIMS

With Waiver of California Civil Code Section 1542

1. Parties. This Release is made by

_____ _____
(name of person or company giving the release — RELEASOR) (address)

in favor of

_____ _____
(name(s) of person(s) or company being released — RELEASEE) (address)

2. The matter. This Release concerns the following incident, dispute, or transaction:

_____ _____
(brief description, e.g., "vehicle collision at Main St. and 5th Ave., Sacramento") (date)

3. Payment. In exchange for this Release, Releasee will pay Releasor

_____ _____
Amount $ (form and timing of payment, e.g., "cashier's check on signing")

the receipt and sufficiency of which Releasor acknowledges upon payment.

4. Release (mark one). Releasor, for Releasor and Releasor's heirs, representatives, and assigns, releases and forever discharges Releasee and Releasee's heirs, representatives, insurers, employees, and assigns from:

☐ All claims, demands, damages, and causes of action of every kind, known or unknown, **arising out of the matter described above**; or

☐ All claims, demands, damages, and causes of action of every kind, known or unknown, **from the beginning of time to the date of this Release**.

5. Waiver of Civil Code Section 1542. Releasor understands that California Civil Code Section 1542 provides:

> **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Releasor knowingly and voluntarily **waives** the protection of Section 1542 and any similar law, as to the claims released in item 4, and accepts the risk that the facts or damages may later prove different from what Releasor now believes.

Releasor's initials: _____

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6. Other terms. (a) This Release is a compromise of disputed claims and is not an admission of liability by anyone. (b) Releasor is responsible for paying any liens, bills, or reimbursement claims (such as medical providers, health plans, or Medicare) related to the released claims, from the payment above. (c) Releasor has not assigned any released claim to anyone else. (d) This is the entire agreement on its subject, may be changed only in a signed writing, and is governed by California law. (e) Releasor has read this Release, had the opportunity to consult an attorney, and signs it voluntarily.

Releasor

_____
(signature)

_____ _____
(printed name) (date)

Releasee (optional)

_____
(signature)

_____ _____
(printed name) (date)

Sign in front of the notary public, who will complete the acknowledgment on the next page.

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CERTIFICATE OF ACKNOWLEDGMENT

Notary acknowledgment of the signature(s) on this General Release.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____

(here insert name and title of the officer)

personally appeared _____

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____