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FORM No. 3A-1 Release--Simple

[Caption]

The undersigned, _____ [entity receiving money], a corporation, for and in consideration of the payment of the total sum of _____ and No/100 Dollars (\$ _____) to _____ [entity receiving money], a corporation, and the promises herein made, receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, acquit and forever discharge _____ [entity paying money] and their insurers, _____ [insurance company] and _____ [whatever specific company is involved] and their predecessors, assigns, agents and employees, both as individuals and as corporations, and in all other capacities, as well as their successors and assigns, from any and all actions, causes, causes of action, counter-claims, cross claims, liens, suits, debts, liabilities, duties, sums of money, acts, reckonings, bonds, rights, rights of indemnity, rights of subrogation, costs, expenses, compensations, loss of income, contributions, set-offs, reimbursements, indemnity, subrogation specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims or demands, whatsoever, either in law, equity, or in arbitration, either criminal or civil matters, which [entity receiving money] may have ever had or can, shall or may have against any of the parties released upon or by reason of [reason suit was brought] allegedly necessitating a claimed expense of \$ _____ [reason for expense].

It is further understood and agreed that this settlement is executed as the compromise of a disputed claim and that said payment for this release is not to be construed as any admission of liability on the part of the parties released or any other person, firm or corporation, such liability being expressly denied.

This release contains the entire agreement between the parties hereto and no promise, inducement or representation other than herein set forth has been made, offered or agreed upon, and the terms of this release are contractual and not a mere recital.

My commission expires: _____.



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FORM No. 3A-2 Release and Settlement Agreement--Personal Injury

[Caption]

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, _____[*plaintiff*], being of lawful age, for the sole consideration of _____ Dollars (\$ _____) to the undersigned in hand paid, receipt whereof is hereby acknowledged, does hereby and for himself, his wife, children, heirs, executors, administrators, successors and assigns release, acquit and forever discharge _____ together with their brokers, successors, assigns, officers, directors, shareholders, agents, servants, employees, insurers, reinsurers, and all other related persons, firms, corporations, associations, or partnerships, of and from any and all manner of actions, causes of action, suits, debts, expenses, sums of money, accounts, losses, attorneys' fees, costs, demands, rights, and damages, compensatory or otherwise, and any other demands whatsoever, arising from the beginning of time and forever, including but not limited to all suits at law and proceedings in equity which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, past, present and future bodily and personal injuries and property damage and the consequences thereof resulting or to result from the incidents, casualty or event which allegedly occurred on or about _____, 20 _____, and at anytime thereafter at the _____ located at _____ all of which is more fully alleged in the complaint filed in the above captioned matter.

And for the same consideration, the undersigned _____ covenants and warrants to and with the above released parties that he is the owner of the claims, demands, rights, actions and causes of action hereinabove released and that he has not assigned, hypothecated or otherwise aliened the same, or any part thereof, or any interest therein, and that he is entitled to give a release in good quittance of all claims hereinabove released, and that he will hold such parties released herein harmless and indemnify them from any breach of such covenants and warranties herein recited.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and

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that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

And for the same consideration _____ has agreed to the dismissal with prejudice of the above captioned lawsuit he filed agreeing to bear his own costs and attorneys fees.

The undersigned hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

_____ covenants, warrants and represents that there are no outstanding medical liens, attorney liens, workmen's compensation liens or any other kind of lien arising out of the claim for injuries he has made in the captioned suit. _____ hereby covenants, warrants and represents that he has satisfied the lien of his employer, _____, in the amount of \$ _____ in full and complete satisfaction of said lien. _____ will indemnify the parties released herein from any known or unknown liens and will indemnify and hold harmless said parties from a breach of the covenants in this paragraph.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20 _____.

[plaintiff]

STATE OF _____)
COUNTY OF _____) ss.:
_____)
_____)

On the _____ day of _____, 20 _____, before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and he acknowledges to me that he voluntarily executed the same.

NOTARY PUBLIC.....[seal]

My commission expires: _____.



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FORM No.3A-3 Release and Settlement Agreement--Settlement of Personal Injury on Vessel

[Caption]

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, _____, being of lawful age, for the sole consideration of _____ Dollars (\$ _____) to the undersigned in hand paid, receipt whereof is hereby acknowledged, does hereby and for his wife, children, heirs, executors, administrators, successors and assigns release, acquit and forever discharge _____ and the vessel _____, *in rem*, together with their brokers, successors, assigns, officers, directors, shareholders, agents, servants, employees, insurers, reinsurers, and all other related persons, firms, corporations, associations, or partnerships, _____, of and from any and all manner of actions, causes of action, suits, debts, sue and labor expenses, sums of money, accounts, salvage losses, expenses, attorneys' fees, cargo losses, costs, demands, rights, and damages, compensatory or otherwise, and any other demands whatsoever, arising from the beginning of time and forever, including but not limited to all suits at law and proceedings in equity or admiralty, both *in personam* and *in rem*, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, past, present and future bodily and personal injuries and property damage and the consequences thereof resulting or to result from the incidents, casualty or event which allegedly occurred on or about the _____ day of _____, 20 ____ and at anytime thereafter on the vessel _____ a boat owned and operated by _____ or his employees and which form part of the complaint filed in _____, Case Number _____.

And for the same consideration, the undersigned _____ covenants and warrants to and with the above released parties that he is the owner of the claims, demands, rights, actions and causes of action hereinabove released and that he has not assigned, hypothecated or otherwise aliened the same, or any part thereof, or any interest therein, and that he is entitled to give this release in good quittance of all claims hereinabove released, and that he will hold such parties released herein harmless from any breach of such covenants and warranties herein recited.

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It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20 _____.

STATE OF _____)
COUNTY OF _____) ss
_____)
_____)

On the _____ day of _____, 20 _____, before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and _____ acknowledges to me that _____ voluntarily executed the same.

NOTARY PUBLIC.....[seal]

My commission expires: _____.

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Non-Appropriated Fund Instrumentalities Act (the "Act") and as a basis for said agreed settlement, the parties agree and stipulate as follows:

1. The Claimant was in the employ of the Employer on _____, _____, when she/he injured her/his _____.

2. Written notice of the injury was given within 30 days of its occurrence.

3. The Claimant sought medical treatment for her/his injuries and was initially treated by Dr. _____, who diagnosed _____. The claimant later continued treatment under the care of Dr. _____, who diagnosed _____ [describe treatment, e.g., x-rays were taken, medication was prescribed and the Claimant was given physical therapy from July of 1990 until June of 1991. In addition, on March 29, 1991, a Tens unit was ordered to help control Claimant's pain in place of medication.]

Under Dr. _____'s direction, Claimant remained off work until _____, when he released claimant to return to work without restrictions. Claimant has never returned to work, and was most recently treated and diagnosed by Dr. _____, on _____ as having _____, which requires a continued working restriction of _____ [describe restriction]. Although Claimant is capable of returning to work with restrictions, she/he has not returned to employment, as, given the restrictions, she/he has been unable to find employment at a wage sufficient to compensate for her/his _____ [costs].

4. The average weekly wage of the Claimant at the time of injury was _____ per week with a corresponding compensation rate of _____.

5. As a result of the injury, the Claimant was temporarily partially disabled and has been properly paid in accordance with the Act.

6. The date of maximum medical improvement is undetermined.

7. The Claimant is _____ years of age (D.O.B. _____). Claimant is [capable/incapable] of working [within restrictions prescribed by her/his treating physician]. She/he has completed _____ years of education, and her/his general work background is _____.

8. The parties do not wish to pursue this matter to a formal hearing, and have agreed to compromise their differences and settle this claim for a lump sum of _____. The parties further agree that the settlement is adequate. In addition, the parties agree that the lump sum will be paid out as follows: one check made payable to "_____" for _____ as a full final settlement of all outstanding _____ medical bills arising out of this claim [letter from _____ and all outstanding medical and physical therapy bills are attached hereto as Exhibit A], and one check for _____ made payable to "_____" [claimant]. Claimant's attorney's fee of _____ and expenses of _____ is a lien against _____ of the lump sum settlement. [claimant's attorney's fee petition is attached hereto as Exhibit B].

9. Claimant acknowledges and understands that her/his acceptance of _____, the payment of _____ to _____ and approval of this agreed settlement will discharge the Employer and Carrier of all liability for the payment of any further compensation as a result of her/his injury on _____ under the Longshoremen's and Harbor Workers' Compensation Act. Claimant further understands that her/his injuries is of a continuing nature and hereby releases and discharges the Employer and Carrier from all claims, past, present and future, known or unknown, existing or not existing at the time of the signing of this Agreement which she/he now has or may have arising from her/his work-related injury on _____.

10. Claimant understands and acknowledges that approval of this agreement and payment of the above-mentioned

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sums will discharge the Employer and Carrier of all liability for the payment of medical treatment as provided in § 7 of the Act.

11. If this Settlement Agreement is not specifically disapproved by the Deputy Commissioner within 30 days after receipt, and no compensation order or notice of deficiency is issued by the Deputy Commissioner within such period, the Settlement Agreement shall be deemed approved and payment thereunder shall be made pursuant to § 14(f) of the Act.

12. The Claimant attests that this settlement has not been procured by duress.

13. The parties represent and warrant that there has been no assignment or transfer of any interest in a claim which Claimant may have against Employer or Carrier, or which Employer or Carrier may have against Claimant.

14. The covenants and promises contained in this Agreement are made pursuant to a settlement between the parties and represent a compromise of disputed claims. The covenants and promises contained in this Agreement are not an admission of liability by any party.

15. This Agreement reflects the entire understanding between the parties, and no statements, promises or inducements made by any party or any agent of any party to this Agreement shall be valid or binding unless they are contained in this Agreement. IN WITNESS WHEREOF;

_____ [em- ployer and insurance carrier]	_____ [claimant]
By: _____	By: _____
Subscribed and sworn	Subscribed and sworn
to before me this	to before me this
_____ day	_____ day
of _____, 20	of _____, 20
_____	_____
_____	_____
Notary Public	Notary Public

ATTESTATION BY CLAIMANT'S ATTORNEY

I, _____, attorney for _____, Claimant herein, have explained to _____ all the terms she/he fully understands all the terms and their significance. She/he has signed this Agreement on my advice.

Dated: _____

Attorney _____

APPROVAL OF AGREEMENT

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Agreement approved by the undersigned Deputy Commissioner of the United States Department of Labor, Employment Standards Administration, Office of Workers' Compensation Programs, _____ Compensation District, _____ on _____ [*date*].

Signature: _____

Name: _____

Date: _____



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FORM No. 3A-5 Release and Settlement Agreement--Stevedore and Trucker

[Caption]

_____, an _____ corporation and _____, a
_____ corporation do hereby state that:

WHEREAS _____, has filed a complaint in the _____ Court of
_____ County, _____ Department, _____ District entitled
_____, docket number _____, alleging that defendant has wrongfully failed to pay
its proportionate share of charges due for repair, maintenance, and servicing of defendant's equipment and that
belonging to _____ and _____.

WHEREAS _____, has agreed to settle and dismiss with prejudice and without cost its case entitled
_____, docket number _____, including all existing or potential claims for
damages, indemnity, costs, expenses and fees for the consideration of \$ _____ which consideration
constitutes the full complete payment of the charges due and owing _____ by defendant
_____.

IT IS HEREBY AGREED that for and in consideration of payment in the amount of _____ Dollars
(\$ _____), by or on behalf of the parties hereinafter released, the receipt whereof is mutually and
contractually acknowledged in full satisfaction, _____ and for and on behalf of its agents, owners,
shareholders, officers, directors, employees, affiliates, subsidiaries, trustees, liquidators, successors and assigns has
released, and does hereby release, acquit and discharge defendant _____, and each of them jointly
and severally and all other persons, firms, corporation, associations or partnerships of and from any damages, costs,
expenses, actions and causes of actions whatsoever, including but not limited to all suits, law and proceedings in equity
or admiralty out of the allegations contained in its complaint.

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And for the same consideration, _____ covenants and warrants to and with the above released parties that it is the owner of all claims, demands, rights, actions and causes of action here and above released and that the undersigned has not assigned, hypothecated or otherwise aliened the same, or any part thereof, or any interest therein, and that it is entitled to give this Release in good quittance of all claims here and released for and above on behalf of itself, its owners and operators and anyone deriving any right, title or interest in said equipment from any of them.

It is understood and agreed that this Settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties released and that said Release denies liability therefore and intends merely to avoid litigation and buy peace.

FURTHER, _____ agrees to indemnify, defend and save harmless defendant from any and all claims, demands, expenses, costs, courses of action or liability made by any other person or company for said payment.

_____ further declares and represents that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

Parties to this agreement have read and fully understand the terms of this Release and Settlement and have been represented by counsel throughout the negotiations which are the basis of this Settlement, and have voluntarily entered into an accepted payment of said monies stated here and above for the purpose of entering into a full and complete compromise, resulting from or to result from said occurrence, from the beginning of time to the date of this agreement, and hereby authorize their attorneys to enter into a stipulation dismissing any lawsuits on their behalf to recover for any period of such alleged damages.

IN WITNESS WHEREOF, _____ has caused this instrument of release to be duly executed and delivered by its corporate officers duly authorized this _____ day of _____, 20 _____.

By: _____

Title: _____

In Witness Whereof:

STATE OF _____ COUNTY OF _____)
_____) ss
_____)

On the _____ day of _____, 20 _____, before me personally appeared _____, _____, an _____ corporation, and who executed the foregoing Settlement Agreement and Joint and Mutual Release of All Claims and acknowledged to me that

he voluntarily executed the same on behalf of _____, an _____ corporation.

NOTARY PUBLIC..... [seal]

My Commission Expires: _____.



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FORM No. 3A-6 Release and Settlement Agreement--Stevedore Lien

[Caption]

WHEREAS, the following are owners (hereinafter "Ship-owners") of _____ and chartered to _____ (hereinafter "_____"), for a specified charter hire as recited in certain time charter party agreement:

VESSEL

OWNER:

WHEREAS, _____, an _____ corporation, (hereinafter "_____") operates a stevedore company and provides terminal and stevedoring services in _____; and

WHEREAS, _____ alleges that it has provided certain services to said vessels and as a consequence is entitled to a lien against said vessels; and

WHEREAS, _____ has instituted a proceeding against said vessels, *in rem* in the _____ [court] entitled _____, and designated as _____, and against the _____ in the _____ [court] entitled _____, and has had said vessels attached and arrested; and

WHEREAS, Shipowners allege that _____ is not entitled to a lien against the vessels;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Shipowners and

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_____ agree as follows:

1. Shipowners will pay _____ dollars (\$ _____), representing stevedoring charges and other lienable charges attributable to services performed for said vessels during _____ an allocation as follows:

<i>VESSEL</i>	<i>AMOUNT</i>
	Total _____

2. _____, acting by its President and/or Chief Financial Officer, warrants and represents that its claim is true and correct and represents amounts for which a valid maritime lien may be asserted.

3. _____ hereby agrees to fully cooperate with Shipowners by supplying all information documentation or oral testimony necessary to support the validity of the lien claim and amounts in any action proceeding or accounting Shipowners may have to participate in or undertake with any other entity relating to any accounts, freights or other matters involving _____.

4. _____ hereby agrees that upon said payment, _____ shall by these presents release said vessels, their equipment, apparel, etc., attachments, the Shipowners, their administrators, executors, successors and assigns, agents, attorneys, employees, servants, insurers and reinsurers and each of them jointly and severally from all manner of action and actions, causes of action, suits, debts, claims, sums of money, contracts, controversies, agreements, promises, damages, costs, expenses, judgments and demands, whatsoever, in law, or in equity, which it may have against Shipowners and said vessels by reason of any matter or cause of action whatsoever alleged in the aforementioned suit or otherwise arising out of said operation of the said vessels, Shipowners' carriage of cargo during _____, and the default of _____ with respect to _____'s obligations to _____ for which _____ has asserted the aforementioned maritime lien.

5. And for the consideration listed in paragraph No. 1 of this Settlement Agreement and Release the receipt of which is acknowledged in full satisfaction, _____ covenants and warrants to and with the released parties and vessels that it is the owner of all claims, demands, rights, liens, actions and causes of action herein released and that it has not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that it is entitled to give this release in good quittance of all claims and liens herein released and that it will hold such person, parties and vessels released herein harmless from any breach of such covenants and warranties herein recited.

6. In consideration of the promises, covenants and payment set forth herein, _____ hereby TRANSFERS, ASSIGNS and SETS OVER to Shipowners all actions, claims, choses, and causes of action which it has in contract, at law, in equity or in bankruptcy against _____ or its predecessors, successors or assigns on account of any sum paid hereunder or any sum or amount due _____ and arising out of the services provided by _____ to _____, or the Shipowners.

7. _____ hereby agrees that upon said payment in full of the sum aforementioned, it shall dismiss, with prejudice, the cause of action presently pending in the _____ [courts], referred to above.

8. The execution of this agreement by _____ and payment of monies hereunder shall not constitute an admission by Shipowners of any liability but is merely for the purposes of compromising disputed claims between the parties.

9. _____ shall return to Shipowners or their attorney, contemporaneous with the execution of this Agreement, all security posted by Shipowners in connection with the release of attachment of the said vessels including any letters of credit or letters of undertaking posted by Shipowners or their attorneys.

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10. The undersigned further declares and represents that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned has caused this instrument of release to be duly executed and delivered this _____ day of _____, 20 _____.

[name of party represented]

By: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20 _____.

NOTARY PUBLIC.....[seal]

My commission expires: _____



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FORM No. 3A-7 Release of Attorney's Lien

[*Caption*]

In consideration of One Dollar (\$1.00) and other good and valuable consideration to the undersigned in hand paid by _____ the undersigned does hereby release and discharge the said _____ from any and all claims for attorney's fees by lien or otherwise for legal services rendered by the undersigned in connection with the above and foregoing matter.

In witness whereof the undersigned has hereunto set his hand and seal this _____ day of _____, 20 ____.

[*attorney's name*],

By: _____

Attorney for Plaintiff



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FORM No.3A-8 Release--Bridge Damage

[Caption]

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of payment in the amount of _____ Dollars (\$ _____), by or on behalf of the parties hereinafter released, the receipt whereof is mutually and contractually acknowledged in full satisfaction, the undersigned has released, and does hereby release, acquit and discharge the vessel _____, its engines, tackle, apparel, owners, charterers, insurers and reinsurers, officers and crew, and each of them, jointly and severally and all other persons, firms, corporations, associations or partnerships of and from any damages, costs, expenses, actions and causes of action whatsoever, including but not limited to all suits at law and proceedings, in equity or admiralty predicated upon or arising out of damage caused to _____ in _____, _____ on _____, 20 _____.

And for the same consideration, the undersigned covenants and warrants to and with the above released parties that it is the owner of all claims, demands, rights, actions and causes of action hereinabove released and that the undersigned has not assigned, hypothecated or otherwise alienated the same, or any part thereof, or any interest therein, and that it is entitled to give this Release in good quittance of all claims herein released for and on behalf of the _____, its owners and operators and anyone deriving any right, title or interest in said light from any of them.

It is understood and agreed that this settlement is solely for the damage occasioned to the _____ and does not extend to any damage occasioned to the pier or its supporting structures on which said _____ was situated and which does not fall within the jurisdiction or cognizance of the _____.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and the payment

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made is not to be construed as an admission of liability on the part of the party or parties released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declares and represents that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF the undersigned has caused this instrument of Release to be duly executed and delivered this _____ day of _____, 20 _____.

By: _____



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FORM No. 3A-9 Release--Barge and Bridge Damage--Cross-Claim

[Caption]

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of payment in the amount of \$ _____ on behalf of _____ and by and on behalf of the parties hereinafter released, the receipt of which is mutually and contractually acknowledge in full satisfaction, _____ has released and does hereby release, acquit and discharge _____ together with its agents, servants, attorneys, insurers and reinsurers, successors and assigns, the vessel _____, its engines, tackle, apparel, owners, charters, operators, insurers and reinsurers, officers and crew, and each of them jointly and severally and all other persons, firms, corporations, associations or partnerships of and from any damages, costs, expenses, actions and causes of action whatsoever including, but not limited to, all suits at law and proceedings in equity and admiralty predicated upon or arising out of the mooring of barges _____ at the _____ and their alleged subsequent breakaway on _____, 20 ____ including, without limitation, any fact, matter or thing alleged in this suit in the United States District Court for the _____ District of _____, _____ Division entitled _____ Court Docket Number _____.

And for the same consideration _____ covenants and warrants to and with the above released parties that it is the owner of all claims, demands, rights, actions and causes of action hereinabove released and that it has not assigned, hypothecated or otherwise aliened the same, or any part thereof, or any interest therein and that it is entitled to give this release in good quittance of all claims herein released for and on behalf of barge _____ its owners, charters, operators, insurers and reinsurers, and anyone deriving any right, title or interest in said barge from any of them and the shippers, consignees, owners and insurers of said barge's cargoes and anyone deriving any right, title or interest in said cargoes from any of them and that _____ will hold such person, party or vessel released herein harmless from any breach of such covenants and warranties herein recited.

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And for the same consideration _____ covenants and warrants to _____ that it is the owner of the cross-claim filed against _____ in the above named lawsuit and that it has not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that it is entitled to and does release and dismiss this cross-claim and that it will hold such person, party or vessel released herein harmless from any breach of such covenants and warranties herein recited.

And for the same consideration _____ covenants and warrants to _____ that it is the owner of the cross-claim filed against _____ in the above named lawsuit and that it has not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that it is entitled to and does release and dismiss this cross-claim for and on behalf of itself and that it will hold such person, party or vessel released herein harmless from any breach of such covenants and warranties herein recited.

And for the same consideration _____ covenants and warrants to _____ that it is the owner of the _____ complaint filed against _____ in the above named lawsuit and that it has not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that it is entitled to and does release and dismiss this cross-claim for and on behalf of itself and that it will hold such person, party or vessel released herein harmless from any breach of such covenants and warranties herein recited.

And for the same consideration _____ has released and does hereby release, acquit and discharge the above released parties from any damages, costs, expenses, actions and causes of action and claims made by the _____ through the _____ which has accrued or may accrue as a result of alleged damage sustained to _____ as a result of the above referenced alleged breakaway and that _____ will hold such person, party or vessels released harmless from any breach of such covenants and warranties herein recited.

It is understood and agreed this settlement is a compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the party or parties released and that said releasees deny liability therefor and intend to merely avoid litigation and buy their peace.

The undersigned further declares and represent this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned has caused this instrument of release to be duly executed and delivered this _____ day of _____, 20 _____.

By Its: _____



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FORM No. 3A-10 Release for Claim of Barge Damage Against Insurer

[Caption]

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of payment in the amount of _____ dollars (\$ _____), by or on behalf of the parties hereinafter released, the receipt whereof is mutually and contractually acknowledged in full satisfaction, the undersigned has released, and does hereby release, acquit and discharge _____ together with its brokers, successors and assigns, and its officers, directors, shareholders, agents, servants, employees, and all other related persons, firms, corporations, associations, or partnerships of and from any and all manner of actions, causes and causes of action, suits, debts, sums or money, accounts, expenses, attorneys' fees, costs, demands, rights, and damages compensatory or otherwise and demands whatsoever including but not limited to all suits at law and proceedings in equity or admiralty predicated upon, or arising out of the chartering, insuring, operation of, stranding, sinking, raising, removing and salving of _____ and any claims which the undersigned alleges to have sustained as a result of the stranding/sinking of _____ under a policy of insurance Policy No. _____ issued by _____ to _____ and any endorsements thereto including, without limitation, any fact, matter or thing alleged in this suit in the United States District Court _____ District of _____ Division entitled _____ Case No. _____.

And for the same consideration, the undersigned covenants and warrants to and with the above released parties that it is the owner of all claims, demands, rights, actions and causes of action hereinabove released and that the undersigned has not assigned, hypothecated or otherwise alienated the same, or any part thereof, or any interest therein, and that it is entitled to give this Release in good quittance of all claims herein released for and on behalf of _____ its owners, operators and charters, insurers and reinsurers and anyone deriving any right, title or interest in said vessel from any of them, and that it will hold such person or party released herein harmless from any breach of such covenants and warranties herein recited.

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It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declares and represents that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF the undersigned has caused this instrument of Release to be duly executed and delivered this _____ day of _____, 20 _____.

By: _____

Its: _____
hereunto authorized

STATE OF _____)
COUNTY OF _____) ss.:
_____)
_____)

On the _____ day of _____, 20 _____ before me personally appeared _____, to me known to be the person named herein and who executed the foregoing Release and he acknowledges to me that he voluntarily executed the same.

NOTARY PUBLIC.....[seal]
My commission expires: _____



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FORM No. 3A-11 Mutual Release and Settlement Agreement--Barge Breakaway

[Caption]

Whereas the court after a trial upon the matters entered judgment in favor of plaintiffs _____ ("Plaintiffs") against _____ ("Defendants") and _____ ("Third Party Defendant") for the following amounts:

[state amounts]

Whereas _____ [third party defendant] has paid plaintiffs the sum of \$ _____ in partial settlement of its liability to the plaintiffs while the captioned matter was on appeal to the Court of Appeals for the _____ Circuit.

Whereas after the appeal was decided and the case remanded to the district court for further proceedings there remained an outstanding amount on the judgment of \$ _____ plus post judgment interest and costs of \$ _____.

Whereas the Plaintiffs, Defendants and Third Party Defendants have agreed to compromise and settle the outstanding amount on the judgment plus post judgment interest and costs and all other claims by each one of them against each other of them.

Now therefore come Plaintiffs, Defendants, and Third Party Defendants and agree to the following in full and complete settlement of this matter:

That for and in consideration of payment in the amount of \$ _____ to the Plaintiffs allocated \$ _____ to Defendants and \$ _____ to Third Party Defendants, the receipt of which is mutually and contractually acknowledged in full satisfaction, Plaintiffs, Defendants and Third Party Defendants

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together do hereby mutually release, acquit and forever discharge each of the others together with their agents, servants, attorneys, insurers and reinsurers, successors and assigns, the vessel _____, its engines, tackle, apparel, equipment, furnishings, owners, charterers, operators, insurers and reinsurers, officers and crew, and the barge _____ and each of them jointly and severally and all other persons, firms, corporations, associations or partnerships of and from any damages, interest, costs, expenses, actions and causes of action whatsoever including, but not limited to, all suits at law and proceedings in equity and admiralty, *in personam* or *in rem*, predicated upon or arising out of the mooring of barge _____ at the Third Party Defendants' facility on the _____ River at or near mile _____ of the _____ Waterway and the alleged subsequent breakaway of barge _____ on _____, 20 _____ from the _____ dock including, without limitation, any fact, matter or thing alleged in this suit in the United States District Court for the _____ District of _____, _____ Division entitled _____, Court Docket Number _____.

And for the same consideration plaintiffs covenant and warrant to and with the above released parties that they are the owners of all claims, demands, rights, actions and causes of action hereinabove released and that they have not assigned, hypothecated or otherwise aliened the same, or any part thereof, or any interest therein and that they are entitled to give this release in good quittance of all claims herein released for themselves and their owners, operators, insurers and reinsurers, and anyone deriving any right, title or interest in said lawsuit or judgment and will hold such person, party or vessel released herein harmless from any breach of such covenants and warranties herein recited.

And for the same consideration Defendants covenant and warrant to Third Party Defendants that they are the owner of the third party claim filed against Third Party Defendants in the above named lawsuit and that they have not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that they are entitled to and do release and dismiss the third party claim and any claims they had, have or might have in the future against Third Party Defendants and that they will hold Third Party Defendants harmless from any breach of such covenants and warranties herein recited.

And for the same consideration Third Party Defendants covenant and warrant to Defendants, the vessel _____ and Barge _____ that they are the owner of the fourth party claim filed against _____ in the above named lawsuit and that they have not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that they are entitled to and do release and dismiss this fourth party claim and any other claim they had, have, or might have in the future against _____ for and on behalf of themselves and that they will hold such person, party and vessels released herein harmless from any breach of such covenants and warranties herein recited.

Plaintiffs, Defendants and Third Party Defendants understand and knowingly agree that by executing this mutual release and settlement agreement they are relinquishing any and all damages, claims, interest, costs, expenses, actions and causes of action whatsoever they had, have or might have in the future against each other arising out of the occurrence described above for the consideration specified above and that none of them shall have any other recourse against any other of them in the future.

Plaintiffs, Defendants and Third Party Defendants further agree to stipulate to the dismissal with prejudice of the above-captioned suit each one of them to bear their own attorneys' fees and their own costs.

It is understood and agreed that this settlement is a compromise of doubtful and disputed claims and that neither the payments made nor the claims released are to be construed as an admission of liability on the part of the party or parties released and that said releasees deny liability therefor and intend to merely avoid litigation and buy their peace.

The undersigned further declare and represent that this release contains the entire agreement between the parties hereto

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and that the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned has caused this instrument of release to be duly executed and delivered this _____ day of _____, 20 _____.

[plaintiffs]

By: _____

Its Authorized: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

NOTARY PUBLIC

[defendants]

By: _____

Its Authorized: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

NOTARY PUBLIC.....[seal]

My commission expires: _____

[third party defendants]

By: _____

Its Authorized: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

NOTARY PUBLIC.....[seal]

My commission expires: _____



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Form 3A-12 Release--Damage by Vessel--Cross-Claim

KNOW ALL MEN BY THESE PRESENTS;

That for and in consideration of payment in the amount of _____ on behalf of _____, on behalf of _____, and by or on behalf of the parties hereinafter released, the receipt of which is mutually and contractually acknowledged in full satisfaction _____ has released and does hereby release, acquit and discharge _____ their engines, tackle, apparel, owners, charters, insurers and reinsurers, officers and crew, and each of them jointly and severally, and all other persons, firms, corporation, associations or partnerships of and from damages, costs, expenses, actions and causes of action whatsoever including, but not limited to, all suits at law and proceedings in equity or admiralty predicated upon or arising out of the alleged _____ including without limitation, any fact, matter or thing or alleged in this suit in the _____ entitled " _____," Court No. _____.

And for he same consideration, _____ covenants and warrants to and with the above released parties that it is the owner of all claims, demands, rights, actions and causes of action hereinabove released and that _____ had not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that it is entitled to give this release in good quittance of all claims herein released for and on behalf of the shipper, consignee, owners and insurers of said goods and anyone deriving any right title or interest in said goods from any of them and that it will hold such person party or vessels released herein harmless from any breach of such covenants and warranties herein recited.

And for the same consideration, _____ covenants and warrants to _____ and the _____ that it is the owner of the cross-claim filed against _____ and the M/V _____ in the above named lawsuit, and that it has not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein, and that it is entitled to and does release and dismiss this cross-claim for and on behalf of itself and the M/V _____, her owners, operators, charterers and anyone deriving any

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right, title or interest in said vessel from any of them, and that it will hold such person, party or vessel released herein harmless from any breach of such covenants and warranties herein recited.

And for the same consideration, _____ covenants and warrants to and with _____ and the M/V _____ that it is the owner of the cross-claim filed against _____ and the M/V _____ in the above named lawsuit and that it has not assigned, hypothecated or otherwise alienated the same or any part thereof or any interest therein, and that it is entitled to and does release and dismiss this cross-claim for and on behalf of itself and the M/V _____, her owners, operators and charterers, and anyone deriving any right, title or interest in said vessel from any of them, and that it will hold such person, party or vessel released herein harmless from any breach of such covenants or warranties herein recited.

It is understood and agreed that this settlement is a compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the party or parties released, and that said releases deny liability therefore and intend to merely avoid litigation and buy their peace.

The undersigned further declares and represents that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned has caused this instrument of release to be duly executed and delivered this _____ day of _____, 20 _____.

[person or entity executing release]

By: _____

Title: _____

Duly Authorized

and the M/V _____

and the M/V _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

NOTARY PUBLIC..... [seal]

My commission expires: _____



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FORM No. 3A-13 Release--Cargo--Settlement With Fewer Than All Defendants

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of payment in the amount of _____ on behalf of _____ Vessel _____ her engines, tackle, etc., and by and on behalf of the parties hereinafter released, the receipt of which is mutually and contractually acknowledged in full satisfaction _____ [plaintiff] has released and does hereby release acquit and discharge _____ [released party] together with their agents, servants, attorneys, insurers and reinsurers, successors and assigns, the M/V _____ her engines, tackle, apparel, owners, charters, insurers and reinsurers, officers and crew, and each of them jointly and severally, and all other persons, firms, corporations, associations or partnerships of and from damages, costs, expenses, actions and causes of action whatsoever including, but not limited to, all suits at law and proceedings in equity or admiralty predicated upon or arising out of the alleged damage or loss to goods shipped under bills of lading _____ dated _____ including without limitation, any fact, matter or thing alleged in this suit in the _____ Court for the _____ of _____ entitled " _____," Court No. _____.

And for the same consideration _____ covenants and warrants to and with the above released parties that it is the owner of all claims, demands, rights, actions and causes of action hereinabove released and that it has not assigned, hypothecated or otherwise aliened the same or any part thereof or any interest therein and that it is entitled to give this release in good quittance of all claims herein released for and on behalf of the shipper, consignee, owners and insurers of said goods and anyone deriving and right, title or interest in said goods from any of them and that it will hold such person, party or vessels released herein harmless from any breach of such covenants and warranties herein recited. If plaintiff is settling with fewer than all defendants, plaintiff will hold the released parties harmless and indemnify them for all costs, including attorney's fees, if a released party is claimed against by any non-settling defendant.

It is understood and agreed this settlement is a compromise of a doubtful and disputed claim and that the payment made

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is not to be construed as an admission of liability on the part of the party or parties released, and that said releases deny liability therefor and intend to merely avoid litigation and buy their peace.

The undersigned further declares and represents that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned has caused his instrument of release to be duly executed and delivered this _____ day of _____, 20 _____.

[*person or entity executing release*]

By: _____

Title: _____

Duly Authorized

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

NOTARY PUBLIC.....[*seal*]

My commission expires: _____



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FORM No. 3A-14 Release--Insurance Coverage

[Caption]

The undersigned, _____[*entity receiving money*], for and in consideration of the payment of _____ and 00/100 Dollars (\$ _____) to _____[*entity receiving money*], receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, acquit and forever discharge _____[*entity paying money*], and their agents and employees, both as individuals and as corporations, and in all other capacities, as well as their predecessors, successors and assigns, from any and all actions, causes of action, counterclaims, cross claims, liens, suits, and all other claims or demands whatsoever, either in law, equity, or arbitration, which _____[*entity receiving money*] may have, ever had, or can, shall, or ever may have against the parties released, upon and by reason of any matter, cause or thing whatsoever arising at any time prior to the date of this release, which arose, arises, or shall or may arise from or out of any fact, event, transaction or occurrences, including all matters arising directly or indirectly from or out of:

1. Any illness or accident suffered or sustained by _____[*entity receiving money*] prior to the date of this release, including but not limited to all bills and expenses incurred by _____[*entity receiving money*] at _____[*hospitals, doctors*] between _____, 20____, and _____, 20____, and all other bills and expenses incurred by [*entity receiving money*] as a result of the illness which led to said hospitalizations and medical treatments;
2. The claims of _____[*entity receiving money*] against the coverage contained in a policy of insurance issued by _____[*insurance company*] to _____, under number _____, or any other policy number related thereto;
3. Any and all claims arising out of the alleged acts of _____ in allegedly submitting an unauthorized and incorrect application card to _____[*insurance company*] to obtain group accident and health

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insurance covering the plaintiff, _____, and the acts of _____ [insurance company] in refusing to pay the claims of _____ [entity receiving money] under the aforesaid group insurance policy issued to the employees of _____, and the acts of _____ [insurance company] in rescinding said policy; and

4. Any claims which were brought or which could have been brought in the Circuit Court of _____ County, _____ under cause no. _____, entitled _____.

IT IS HEREBY UNDERSTOOD AND AGREED that _____ [entity paying money], by their payment of the total sum of _____ and 00/100 Dollars (\$ _____) to [entity receiving money], do not in any manner admit that the policy set forth above afforded coverage to said _____ [entity receiving money], and said payment is not to be considered a waiver of any prior denial of coverage under said policy.

IT IS HEREBY UNDERSTOOD AND AGREED that this settlement is a compromise of a doubtful and disputed claim and that the payments made are not to be construed as an admission of liability on the part of the parties released and that said releases deny liability therefor and intend merely to settle and avoid pending and further litigation and buy their peace.

IT IS HEREBY FURTHER AGREED that it is and was the intention of the parties in arriving at a settlement to compromise the controversies between the parties hereto with a full release of all matters past, present and future. This release is, therefore, an insurance policy release as well as a release of all claims for declaratory relief and personal injuries and damages.

IT IS FURTHER UNDERSTOOD that by the acceptance of this release and payment to _____ [entity receiving money] pursuant thereto, _____ [entity paying money], have agreed to and do hereby agree to release and forever discharge each and every releasee herein named, and their agents and employees, both as individuals and as corporations, and in all other capacities, as well as their predecessors, successors and assigns, from any and all actions, causes of action, counterclaims, cross claims, liens, suits, and all other claims or demands whatsoever, either in law, equity, or arbitration, which they may have against each other as a result of the claims made by _____ [entity receiving money], and they do hereby agree that the mutual payments to _____ [entity receiving money] shall constitute consideration for these releases and pursuant to said consideration do hereby agree to dismiss with prejudice any and all counterclaims and cross-complaints filed by them in the above-captioned action.

The undersigned further declares and represents that the entire settlement reposes in this agreement, in the release of attorney's lien, and in the stipulation to dismiss, and that the terms of the releases are contractual and not a mere recital.

N WITNESS WHEREOF, the parties hereto have caused this release to be executed by them on the _____ day of _____, 20 _____.

[entity receiving money]

STATE OF _____)
COUNTY OF _____) ss.:

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)

On this _____ day of _____, 20 _____, before me personally appeared [*entity receiving money*], known to me to be the person who executed the foregoing instrument and who acknowledges to me that he/she has read and has executed the same as his/her free act and deed.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

NOTARY PUBLIC.....[*seal*]

My commission expires: _____



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[Caption]

The undersigned, _____, for and in consideration of the payment of the total sum of _____ Dollars (\$ _____) to _____, and the promises herein made, receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, acquit and forever discharge _____, and its predecessors, assigns, agents and employees, both as individuals and as corporations, and in all other capacities, as well as their successors and assigns, from any and all actions, causes, causes of action, counterclaims, cross claims, liens, suits, debts, liabilities, duties, sums of money, acts, reckonings, bonds, rights, rights of indemnity, rights of subrogation, costs, expenses, compensations, loss of income, contributions, setoffs, reimbursements, indemnity, subrogation specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims or demands whatsoever, either in law or in equity, or in arbitration, either criminal or civil matters, which _____ have, ever had, or can, shall, or may have against the party released and by reason of any matter, cause or thing whatsoever to this date, which arose, arises, or shall or may hereafter arise from or out of any fact, event, transaction or occurrence, including all matters arising directly or indirectly from or out of the denial of any claim arising under or cancellation of certificate number _____, also referred to as _____, issued to _____, effective _____, 20 _____, as part of policy number _____ issued by _____ to _____, plus any and all claims which were part of or which might have been part of the above-captioned lawsuit.

IT IS HEREBY UNDERSTOOD AND AGREED that _____, by its payment of the total sum of _____ dollars (\$ _____) to _____, does not in any manner, admit that the policy and certificate issued by said insurance carrier and set forth above, afforded coverage to said _____, or constitutes an admission of an improper cancellation of said certificate, and said payment is not to be considered a waiver of any prior denial of coverage under said policy.

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IT IS HEREBY FURTHER AGREED that it is and was the intention of the parties in arriving at a settlement to compromise the controversies between the parties hereto with a full release of all matters past, present and future. This release is, therefore, an insurance policy release as well as a release of all claims for declaratory relief and personal injuries and damages.

IT IS HEREBY FURTHER AGREED that the undersigned will take any such further actions or steps as may be necessary to consummate, effectuate and carry out the terms of this instrument.

IT IS HEREBY UNDERSTOOD AND AGREED that this settlement is a compromise of a doubtful and disputed claim and that the payments made are not to be construed as an admission of liability on the part of the party released and that said releasee denies liability therefor and intends merely to settle and avoid pending and further litigation and buy its peace.

The undersigned further declares and represents that the entire settlement reposes in this agreement, and that the terms of the releases are contractual and not a mere recital.

IN WITNESS WHEREOF the parties hereto have caused this release to be executed by them and the same was done on the _____ day of _____, 20 ____.

[person receiving money or giving release]

STATE OF _____)
COUNTY OF _____) ss
_____)
_____)

On this _____ day of _____, 20 _____, before me personally appeared _____ to me known to be the person who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____.

NOTARY PUBLIC.....[seal]
My commission expires: _____



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FORM No. 3A-16 Release of All Claims--Insurance Broker Errors and Omissions

[Caption]

For and in consideration of the payment to the undersigned, _____, and to his attorneys, _____, of the sum of _____ Dollars (\$ _____), receipt and sufficiency whereof is hereby acknowledged, the undersigned, individually and for his heirs, executors, administrators, successors and assigns, does hereby release, acquit and forever discharge _____ [defendant], its agents, employees, servants and successors, including but not limited to _____ [specific agent], and all other persons, firms, corporations, associations or partnerships, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all damages, whether known or unknown, foreseen or unforeseen, and the consequences thereof resulting or to result from the rendering or administering of services by _____ [defendant], as insurance agents or brokers to or for the benefit of _____ [plaintiff], or any of his employees, agents or assigns, relating to the procurement of a policy of insurance to be effective from 20 ____ to 20 ____ on property located at or contained in a dwelling at _____ [address].

Without limiting the effect of this release, it is understood and agreed that this release includes all claims for relief and causes of action set forth in that action entitled _____ [caption] and numbered _____, in the _____ Court of _____ County, _____.

It is further understood and agreed that this settlement is executed as a compromise of a doubtful and disputed claim and that said payment for this release is not to be construed as any admission of liability on the part of the parties released or any other person, firm or corporation, such liability being expressly denied.

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This release contains the entire agreement between the parties hereto, and no promise, inducement or representation other than herein set forth has been made, offered or agreed upon, and the terms of this release are contractual and not a mere recital.

The undersigned further states that he has read the foregoing release in its entirety, that he has been fully advised by his attorneys with respect thereto, and that he knows and understands the contents thereof, and signs the same as his own free act.

IN WITNESS WHEREOF, the undersigned has executed this release this _____ day of _____, 20 ____.

[signature of person receiving money]

STATE OF _____ COUNTY OF)
_____) ss
_____)

SUBSCRIBED AND SWORN TO before me, a notary public, this _____ day of _____, 20 ____, by [person receiving money], who being first duly sworn and upon his oath, deposed and stated that he read and voluntarily executed the foregoing release of all claims and that he fully understands the meaning thereof.

NOTARY PUBLIC.....[seal]

My commission expires: _____



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FORM No. 3A-17 Guardian's Release

[Caption]

For and in consideration of the payment to me of the sum of _____ Dollars (\$ _____), and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, parent and guardian of _____, a minor, do forever release, acquit, discharge, and covenant to hold harmless _____, their heirs, successors, assigns, agents, servants, employees, and insurance carriers of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage which I may now or hereafter have as the guardian of said minor, and also all claims or rights of action for damages which the said minor has or may hereafter have, either before or after he has reached his majority, resulting or to result from _____, including those consequences thereof which may hereafter develop as well as those which have already developed or are now apparent.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of _____, their heirs, successors, assigns, agents, servants, employees, and insurance carriers, by whom all liability is expressly denied.

As a further consideration for said sum I represent, warrant and covenant that no promise or other agreement not herein expressed has been made to me; that in executing this release I am not relying upon any statement or representation made by the party or parties hereby released, or said party's or parties' agents, servants or physicians concerning the nature, extent or duration of said minor's injuries and/or damages, or concerning any other thing or matter, but am relying solely upon my own judgment; that the above-mentioned sum is received by me in full satisfaction of all claims and demands whatsoever; that I am over twenty-one years of age and legally competent to execute this release; and that before signing and sealing this release I have fully informed myself of its contents and meaning and have executed it with full knowledge thereof.



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FORM No. 3A-18 Release of All Claims--Legal Malpractice

[Caption]

The undersigned, being of lawful age, for the sole consideration of _____ Dollars (\$ _____) to the undersigned in hand paid, receipt whereof is hereby acknowledged, does hereby and for my heirs, executors, administrators, successors and assigns, release, acquit and forever discharge _____ and his agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which the undersigned, now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages and the consequences thereof resulting or to result from the alleged failure of _____ to perform legal services for the undersigned in 20 ____ or at any other time.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

Signed and delivered this _____ day of _____, 20 ____.

CAUTION: READ BEFORE SIGNING BELOW

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[*person receiving money*]

STATE OF _____ COUNTY OF)
 _____) ss
 _____)

On the _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person named herein and who executed the foregoing release and he/she acknowledged to me that he/she voluntarily executed the same.

NOTARY PUBLIC[*seal*]

My commission expires _____.



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Volume 4: Practice and Procedure: Forms
CHAPTER IIIA RELEASES

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Form 3A-19 Release--Maritime Lien

RECEIPT AND RELEASE

The undersigned, for and in consideration of the sum of [AMOUNT], receipt of which is hereby acknowledged, have remised, released and forever discharged and by these presents, do for themselves, their heirs, administrators, executors, affiliates, successors and assigns, and each of them, remise, release and forever discharge [NAME] and their respective parents, subsidiaries, affiliates, successors, assigns, officers, directors, employees, agents, attorneys, shareholders, insurers and underwriters, and each of them, and the vessel [VESSEL NAME] identified by United States Coast Guard Official No. [OFFICIAL NUMBER], her owners, operators, mortgagors, charterers, managers, agents, underwriters, insurers, officers and members of crew, and each of them, of and from all manner of actions, suits, liens, debts, dues, damages, claims, judgments, executions and demands of every nature, kind and description whatever, either in law, in equity, whether arising out of federal or state origin, in admiralty or otherwise, which the undersigned have ever had, now have or hereafter may have against said parties or said Vessel, or any of them, arising out of or in any manner connected with lien(s), claims, dues, damages or judgments asserted against the vessel.

The undersigned expressly waive all rights which may provide that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The undersigned, and each of them, warrant they understand the terms of the language above and in connection with the waiver of their rights thereunder, recognize that they may discover facts or claims in addition to or different from those presently known or believed to be known, but they intend this to be a full, complete and final release of claims, notwithstanding any such later discovered facts or claims arising from the subject matter of this release.

The undersigned, and each of them, do hereby represent and warrant that they are the sole owners of all claims comprised herein and have full right and power to enter into this Receipt and Release and to release all parties and the Vessel released hereby. The undersigned, and each of them, do hereby agree and undertake to indemnify and save

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entirely harmless the said released parties and the Vessel, and each of them, from and against any and all claims, demands, liens, actions or suits (including reasonable attorneys' fees and the expense of defense thereof) which may hereafter be asserted by any other party claiming any interest in or to the claims, demands or causes of actions comprised hereby.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability or validity of a claim on the part of the party or parties thereby released, and that the releasees deny liability therefore and intend merely to buy their peace.

Each person who executed this Receipt and Release on behalf of a party hereby represents and warrants that he or she has full authority from the party for whom he or she is signing this Receipt and Release to give said release and indemnity.

The undersigned acknowledge that this Release constitutes the entire agreement of the parties, and supersedes all prior discussions or agreements between the undersigned and the above-referenced parties, whether written or oral. This Release may not be modified or amended in any fashion except in writing, signed and agreed by [CORPORATION] and its respective parents, subsidiaries, or affiliates.

The undersigned have read this Receipt and Release and understand the terms, conditions and consequences thereof. Each of the undersigned acknowledges and agrees that each has entered into this release voluntarily.



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Volume 4: Practice and Procedure: Forms
CHAPTER IIIB PURCHASE AND SALE AGREEMENTS

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§ IIIB.syn Synopsis to Chapter IIIB: PURCHASE AND SALE AGREEMENTS

Scope

Form 3B-1 Purchase and Sale Agreement



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Form 3B-1 Purchase and Sale Agreement

This PURCHASE AND SALE AGREEMENT (hereinafter referred to as the "Agreement") is made effective as of the signing date by and among [SELLER NAME] (hereinafter referred to as the "Seller") and [BUYER NAME] (hereinafter referred to as the "Buyer").

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Buyer agrees to purchase and Seller agrees to sell all rights, title and interest to the motor yachts described as follows:

M/Y [VESSEL NAME], with an overall length of [LOA] and assigned Hull Identification Number [NUMBER], with her engines identified by manufacturer numbers [NUMBER] (P) and [NUMBER] (S), tackle, appurtenances, fixtures, etc., (hereinafter referred to as the "M/Y [VESSEL NAME]") -

M/Y [VESSEL NAME], with an overall length of [LOA] and assigned Hull Identification Number [NUMBER], with her engines identified by manufacturer numbers [NUMBER] (P) and [NUMBER] (S), tackle, appurtenances, fixtures, etc., (hereinafter referred to as the "M/Y [VESSEL NAME]") -

The M/Y [VESSEL NAME] and M/Y [VESSEL NAME] are hereinafter collectively referred to as the "Vessels").

2. The purchase price of the Vessels is [AMOUNT] of which the sum of [AMOUNT] is hereby paid to the Client Trust Account as follows:

[ACCOUNT PARTICULARS]

as a deposit toward the purchase price, and subject to the terms of this Agreement, said funds to be cleared into said account following acceptance by Seller.

3. Written or telephonic acceptance or rejection of the Vessels must be made by the Buyer by [DATE]. Buyer's failure to exercise his right of acceptance or rejection as specified shall be construed as rejection. In the event of rejection, the deposit shall be returned to Buyer after all expenses incurred by Buyer against the Vessels have been paid.

4. The sale of the Vessels is subject to marine survey, sea trial, and haul out. All of which must be performed prior to the closing date and failure to perform any condition precedent shall be construed as waiver of same.

(a) In the event this sale is subject to survey, the Buyer acknowledges and agrees:

(I) It has selected a surveyor who is in his employ and is responsible solely to Buyer for any errors or omissions, notwithstanding the fact that the Seller may have provided information and assisted the Buyer with hiring said surveyor.

(II) It shall instruct his agent or surveyors to examine and/or sea trial the Vessels to ensure the Vessels meet his requirements;

(III) All costs of the survey shall be at the expense of the Buyer, including but not limited to all associated costs such as haul out, dry dock charges and/or subcontractors, if applicable.

(IV) The running expenses of the Vessels associated with the marine survey, sea trial and haul out such as fuel and lubricants shall be for Seller's Account.

(b) Buyer acknowledges that it has had an opportunity to inspect the Vessels and that it has been provided an opportunity to ascertain the condition of such in due diligence prior to the execution of this Agreement.

(c) Buyer acknowledges that it has had an opportunity to review the Manufacturer's Statements of Origin and the Interlocutory Decrees associated with the Vessels.

5. If the Vessels are destroyed prior to closing by an Act of God, or other cause not attributable to either party, this contract shall become null and void and the deposit, less all expenses incurred on behalf of Buyer, shall be paid to Buyer.

6. In the event the closing is not consummated due to the non-performance of Buyer, including, but not limited to, a failure of Buyer to pay monies due or execute all documents necessary to be executed by Buyer for completion of the purchase by the closing date, all deposit funds paid prior to closing shall be retained by the Seller as liquidated and agreed damages, and the parties shall be relieved of all obligations under this Agreement.

7. In the event the closing is not consummated due to the non-performance of Seller regarding any of the covenants in this Agreement, all money paid or deposited pursuant to this Agreement by the Buyer shall be returned to the Buyer upon demand, less all expenses incurred on behalf of Buyer; or the Buyer shall have the right of specific performance.

8. Seller hereby warrants and discloses that the Vessels were acquired pursuant to maritime foreclosure proceedings and judicial sales conducted under the laws of [COUNTRY] that were the same in substance to *in rem* proceedings and that said Vessels are offered to Buyer free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, and the Seller warrants and will defend that it has good and marketable title thereto and will deliver to the Buyer all

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necessary documents for transfer of title to the Buyer on or before the closing date, which is agreed to be the [DATE].

9. Final payment due at time of closing shall be in the form of cleared or negotiable funds acceptable to the Seller and deposited to the Trust Account as follows:

[ACCOUNT PARTICULARS]

10. By the date of closing the Vessels shall be delivered at [PLACE OF DELIVERY] together with all gear, machinery, equipment, furnishings and all other articles and appurtenances thereto agreed upon. Title to the Vessels shall pass from Seller to Buyer at, and upon, delivery, notwithstanding that title documents and the purchase price are exchanged at a different time and place or that the Vessels may be subsequently relocated for transport elsewhere.

11. It is agreed by the parties that the risk of loss, damage or destruction of said Vessels and equipment shall be borne by the Seller until the transaction is closed.

12. Sale or use taxes, if applicable on this purchase, are the sole responsibility of Buyer and will be collected by the Seller (only if such sale or use taxes arise under [COUNTRY] laws) at the time of closing. Duties, taxes, and fees on the Vessels of any state, country, city, regulatory or taxing authority incurred prior to the date of closing this transaction shall be the responsibility of the Seller and have been paid. All other duties, taxes and fees shall be for Buyer's account. Seller shall pay any cost associated with and shall cooperate fully to obtain any authorization for sale required from any governing authority.

13. Information on the condition and characteristics of the Vessels is believed to be good and correct and the Seller offers such information in good faith, but does not and cannot guarantee the accuracy of the information. After the provisions of this Agreement have been complied with and this transaction has been consummated (payment and delivery) it is understood and agreed that the Buyer has accepted the Vessels in their "as is" condition, and no warranty, either expressed or implied, and no representation as to the condition of said Vessels has been made or is binding upon Seller.

14. The buyer is an experienced commercial entity and is engaged in the business of marine yacht sales.

15. This Agreement shall be binding on all parties herein, their heirs, personal representatives and/or assigns when this Agreement shall have been signed by all parties or their duly authorized agents. Seller agrees not to sell the Vessels or enter into any contract for the sale of same while this Agreement is in effect.

16. This Agreement constitutes the entire agreement between the parties hereto and it is agreed and understood that there are no other duties, obligations, liabilities or warranties, implied or otherwise, except as referred to in an addendum if attached.

17. Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of [STATE], with an analysis of the judicial sale of the Vessels to be determined under the laws of [COUNTRY], and venue and jurisdiction of said action shall be within the United States District Court for the [DISTRICT NAME]. Parties further agree that in the event of litigation involving this Agreement between Buyer and Seller, the non-prevailing party shall pay any costs and legal fees incurred by the prevailing party.

18. Seller agrees to sell the above-described Vessels on the terms and conditions stated herein.

19. It is further agreed by the parties hereto:

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IN WITNESS WHEREOF, the undersigned Buyer has executed this Purchase & Sale Agreement on the date indicated below and acknowledges receipt of a copy hereof.