

<b>COUNTY, COLORADO</b>	
<input checked="" type="checkbox"/> County Court <input type="checkbox"/> District Court Address Phone number <hr/> <b>PLAINTIFF(S)/PETITIONER(S):</b> V. <b>DEFENDANTS(S)/RESPONDENT(S):</b>	<b>▲ COURT USE ONLY ▲</b>
<b>Attorney or Party Without Attorney (Name and Address):</b>	<b>Case Number:</b>
	<b>Division                  Courtroom</b>
<b>STIPULATION AND AGREEMENT</b>	

1. (Insert Names) the Parties herein do hereby warrant to each other party as follows:

That no promise or agreement not herein expressed has been made to any releasing party; that, in executing this Mutual Release and Settlement Agreement, none of the parties are relying upon any statement or representation made by any party being released or such party's agents or servants concerning any matter or thing; that the parties are each relying solely upon their own judgment and knowledge and the judgment and knowledge of their attorneys and such other professional advisors as each party hereto has seen fit to consult; that, in making the determination to enter into this Agreement, there has been taken into consideration the fact that claims of each party hereto may be unknown at this time, and part of the consideration exchanged herein is specifically for the release of presently unknown claims or damages; that it is the parties' clear intention to fully and forever release each other from any and all claims, even if there may presently exist a mistaken belief on the part of any party hereto as to the present nature and extent of its claims, including existing but unknown or undisclosed claims at the time of the execution of this Release and Settlement Agreement, and the parties acknowledged, each to the other, that a portion of the consideration set forth herein is for the voluntary and knowing assumption of the risks of any unknown or undiscovered claims or losses; that each party hereto is legally competent and fully authorized to execute, appreciate and fully understand this Mutual Release and Settlement Agreement; AND THAT, BEFORE THE SIGNING AND SEALING OF THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT, THE PARTIES HAVE FULLY INFORMED THEMSELVES OF ITS CONTENT AND MEANING AND HAVE CONSULTED SUCH PROFESSIONAL ADVISORS AS THEY HAVE DEEMED APPROPRIATE FOR THE EXPLANATION OF THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAVE EXECUTED

THIS RELEASE AND SETTLEMENT AGREEMENT WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

2. All parties represent to each other that they have not assigned or transferred to any other person or entity any of the claims that are released by this Mutual Release and that there are no assignees, subrogees or other third parties who have a right to participate in this Mutual Release and Settlement Agreement. All parties agree to indemnify and hold harmless each other party from and against any claim or loss, including attorneys' fees actually incurred, arising out of any transfer or assignment of any claim released by this mutual release.

3. Each party hereto specifically denies any liability to any other party hereto and agrees that this settlement is not, nor shall it be construed to be, an admission of liability of any kind on the part of any party hereto. Each party hereto acknowledges that the other parties have expressly denied liability as well as any assertions of the factual basis underlying any liability with respect to any claims of any other party. This Agreement is entered into solely as full and final settlement of any and all claims that any party hereto might assert against any other party hereto.

4. Upon full performance by (Name) as to all payments described herein, (Other Name) for (he/she/it/itself) affiliates, corporations, agents, representatives, insurers, indemnitors, successors and assigns, predecessors, consultants, partners, employees, agents, and attorneys, and each and every one thereof, hereby absolutely and unconditionally release, acquit and forever discharge (Name), (he/she/it/itself) heirs, assigns, affiliates, subsidiaries, agents, representatives, insurers, successors, constituents, predecessors, consultants, partners, employees and agents from any and all liability which she may now has, had, have had, or may have, and from all claims, demands, liens, actions, and causes of action, and from all damages, injuries, losses, contributions, indemnities, compensation, costs, attorneys fees, and expenses of any kind or nature whatsoever whether known or unknown, fixed or contingent, whether in law or in equity, whether asserted or not asserted, whether sounding in tort or in contract, arising out of or in any way connected with the events giving rise to the Pending Litigation..

5. (Other Name) , for (he/she/it/itself heirs, assigns, affiliates, corporations, agents, representatives, insurers, successors and assigns, predecessors, consultants, partners, employees and agents and each and every one thereof, hereby absolutely and unconditionally release, acquit and forever discharge (Name) (he/she/it/itself, heirs, assigns, affiliates, subsidiaries, agents, representatives, insurers, successors, constituents, predecessors, consultants, partners, attorneys, employees and agents from any and all liability which they now have, have had, or may have, and from all claims, demands, liens, actions, and causes of action, and from all damages, injuries, losses, contributions, indemnities, compensation, costs, attorneys fees, and expenses of any kind or nature whatsoever whether known or unknown, fixed or contingent, whether in law or in equity, whether asserted or not asserted, whether sounding in tort or in contract, arising out of or in any way connected with the events giving rise to the Pending Litigation.

6. This Mutual Release and Settlement Agreement shall be binding upon all parties hereto, their assigns and subrogees, as well as all other persons, firms or corporations acting on any party's behalf or asserting a derivative claim.

7 This Mutual Release may be executed in counterparts, and each shall constitute a duplicate original.

8. This Release shall be governed and construed in accordance with the laws of the State of Colorado. In the event of any dispute with regard to this Agreement or any term herein set forth, the parties hereby confer exclusive jurisdiction for the resolution of any such matter upon the Court in and for the County above-captioned. Any Party found in default of this Stipulation and Agreement shall be liable to the non-defaulting Party for that Party's reasonable costs and expenses including attorney fees.

9. Upon full performance of the agreements by (Other Name), (Name) will cause the above captioned action, if filed, to be dismissed with prejudice pursuant to CRCCP 341 (a).

10. (Set forth the terms of the stipulation and agreement as to payment or performance)

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release and Settlement Agreement as of the date and year first above written.

NAME

OTHER NAME

\_\_\_\_\_

By:

\_\_\_\_\_

By

STATE OF COLORADO )

) ss.

COUNTY OF )

Before Me appeared (Name), who after being duly sworn, acknowledged the above Stipulation as (he/she/it/itself) free and voluntary act. Done this day of , 201 .

***SEAL***

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_

\_\_\_\_\_  
STATE OF COLORADO )  
  ) ss.  
COUNTY OF                        )

Before Me appeared (Other Name), who after being duly sworn, acknowledged  
the above Stipulation as (he/she/it/itself) free and voluntary act. Done this day of  
, 201 .

**SEAL**

My Commission expires:

\_\_\_\_\_

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NOTARY PUBLIC