

RELEASE AND DISCHARGE

BETWEEN _____ of _____ in the State of Queensland together with his/her executors, administrators, successors and assigns ("**the Claimant**")

AND _____ of _____ in the State of Queensland together with its administrators, successors and assigns; and its insurer..... ("the Respondent")

RECITALS

- A The Claimant allegedly sustained personal injuries on _____ .
- B The Claimant served a Notice of Claim pursuant to the *Personal Injury Proceedings Act 2002* dated _____ claiming damages in respect of those injuries ("the claim")
- C The Parties have agreed to settle the claim , on the terms set out below ("the agreement")

IT IS AGREED as follows:

1 The Settlement Sum

The Respondent shall pay to the Claimant the sum of \$amount ("the settlement sum") in full and final settlement of the claim.

2. Costs

The Respondent shall pay to the Claimant the sum of \$..... on account of costs.

3 Deductions and Refunds

- 1. The Claimant warrants that apart from possible refunds due to or charges in favour of Centrelink and/or Medicare Australia ("Medicare Australia") and/or the Department of Employment and Workplace Relations, there are no other refunds due to or charges in favour of any governmental or semi-governmental authorities.
- 2. In the event of there being any such refund or charge including any refund or charge in favour of Centrelink, Medicare Australia or the Department of Employment and Workplace Relations the Claimant hereby indemnifies the Respondent against any such refund or charge.
- 3. The Claimant authorises payment of the settlement sum and any costs in clause 2, to be made as follows:
 - (a) To Medicare Australia pursuant to the *Health and Other Services (Compensation) Amendment Act 1996*, the amount of any current charge, or ten percent of the gross settlement if there is no current Notice of Charge;
 - (b) To Centrelink such sum as it identifies as its charge on the Claimant's damages;
 - (c) To the Department of Employment and Workplace Relations such sum as it identifies as its charge on the Claimant's damages;
 - (d) To WorkCover such sum as it identifies as its charge on the Claimant's damages;

- (e) to any other governmental or semi-governmental authority, any other statutory refund or charge notified to the Respondent as owing by the Claimant under legislation under which such authority operates; and
- (f) the balance to the Claimant.

5 Release and Indemnity

In consideration of payment of the settlement sum and any costs, the Claimant:

- (a) releases and discharges the Respondent from any liability howsoever arising out of the facts and circumstances the subject of the claim; and
- (b) indemnifies the Respondent against all claims which have arisen or which may arise in the future in relation to the facts and circumstances the subject of the claim.

6 Bar to Action

This agreement may be pleaded in bar to any action, demand or proceedings brought now or in the future by the Claimant or on the Claimant's behalf having arisen or which may arise in the future out of the facts and circumstances the subject of the claim.

7 Own Enquiries

1. The Claimant further warrants that he/she has relied on his/her own enquiries and has not entered into the agreement in reliance on or as a result of any representation, promise, statement conduct or inducement by or on behalf of the Respondent otherwise than as have been recorded in this Release and Discharge.
2. Claimant acknowledges that in executing this Release and Discharge, he/she has had the opportunity to obtain legal advice as to its terms.

8 Confidentiality

The Claimant agrees that the terms of this agreement and the facts and circumstances which gave rise to this agreement are to be kept confidential and are not to be disclosed to any party other than;

- (a) the Claimant's spouse or lawyer;
- (b) for the preparation of the Claimant's accounting or taxation records; or
- (c) to the extent that disclosure is required by law.

9 Other

1. This Release and Discharge contains the entire agreement between the parties with respect to its subject matter.
2. This Release and Discharge may be signed or executed in a number of counter-parts as if the signatures to or execution of each counter-part were on the same instrument.

