

RELEASE

WHEREAS, the undersigned parties wish to avoid the uncertainties of litigating claimant's third party claim arising out of his work injury; and

WHEREAS, the parties recognize the uncertainty of recovery should the claimant/plaintiff's action proceed;

The undersigned, on behalf of employer, **[insert name of employer]** and its workers' compensation carrier, **[insert name of workers' compensation insurance company]**, for and in consideration of **[insert subrogation amount accepted by employer]**, receipt of which is hereby acknowledged, do hereby remise, release and forever discharge claimant, **[insert claimant's name]**, of and from any and all manners of action and causes of action, suits, claims and demands whatsoever in law or equity, especially any and all past, present or future claims which employer or its workers' compensation insurance company may have against claimant pursuant to Section 319 of the Pennsylvania Workers' Compensation Act for workers' compensation benefits paid or to be paid to claimant due to claimant's work injury of **[insert work injury date]**.

This is intended to be a compromise of any claims that employer or its workers' compensation insurance company has for any past, present, or future workers' compensation benefits of any kind, including, but not limited to, indemnity and medical benefits.

This agreement is supported by valid consideration, receipt of which is hereby acknowledged.

To the extent that employer or its workers' compensation insurance company has or would have a claim against claimant's third-party recovery beyond the amount set forth in this agreement, employer and its workers' compensation insurance carrier hereby assign any right to such proceeds to claimant.

Intending to be legally bound, we have hereunto set our hands and corporate seal.

For **[insert employer's name]**:

(Seal)_____

Date:_____

For **[insert workers' compensation company name]**:

(Seal)_____

Date:_____