



How to Use This Auto Accident Settlement and Release Agreement Template

How should you protect yourself when settling a car accident without involving insurance?

It's not always easy to decide whether to settle a car accident without involving insurance. There are advantages and disadvantages. If you are intent on settling without insurance, there are five steps you should take to protect yourself in the process:

- Exchange information:** Collect the other driver's contact details, vehicle information, and insurance information. Avoid monetary transactions at the scene.
- Document damage:** Photograph the damage from various angles and note any relevant road conditions or signs. If unable to take photos, write a detailed description of the damage.
- Police report:** Secure a police report if required by your state or for added documentation, even for minor accidents.
- Repair estimates:** Obtain multiple repair quotes to understand the extent and cost of the vehicle damage.
- Maintain records:** Keep a thorough record of all communications, transactions, and agreements. Use traceable methods for money transfers and document discussions through email for a clear record.
- Settlement agreement:** Conclude with a legally binding settlement agreement, ensuring it includes an offer, acceptance, and consideration to be enforceable.

The following pages include:

1. [An Auto Accident Settlement and Release Agreement Template](#)
2. [An Auto Accident Settlement and Release Agreement Sample](#)

* The template and sample are provided for informational purposes only and should be customized to fit the specifics of each unique accident scenario. It is advisable to seek legal advice for your particular situation. These documents are not a substitute for professional legal counsel and should not be the sole basis for any legal decisions.

AUTO ACCIDENT SETTLEMENT AND RELEASE AGREEMENT **TEMPLATE**

This Auto Accident Settlement Agreement and Release ("Agreement") is entered into by and between **[Releasor's Full Name]**, residing at **[Releasor's Address]**, herein referred to as the "Releasor," and **[Releasee's Full Name]**, residing at **[Releasee's Address]**, herein referred to as the "Releasee."

Recitals

WHEREAS, on **[Date of Accident]**, at **[Location of Accident]**, the Releasor and Releasee were involved in a motor vehicle accident;

WHEREAS, the Releasor and Releasee wish to settle any and all claims arising from this accident without legal proceedings and without involving insurance companies;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Settlement and Release of Claims

1.1 The Releasor hereby voluntarily releases and discharges the Releasee from all liabilities, claims, demands, damages, costs, and expenses, known and unknown, arising from the said accident.

1.2 The Releasor understands that this release covers all claims resulting from the motor vehicle accident, including those not currently known or anticipated.

2. Preservation of Claims Against Third Parties

2.1 This Agreement does not relinquish any claims the Releasor may have against entities or individuals other than the Releasee and those specified herein.

3. Consideration

3.1 In consideration for this release, the Releasor acknowledges receipt of **[\$Settlement Amount]**, which is deemed sufficient and satisfactory.

AUTO ACCIDENT SETTLEMENT AND RELEASE AGREEMENT **TEMPLATE** (ctnd')

4. No Admission of Liability

4.1 It is understood by both parties that this Agreement and the payment herein do not constitute an admission of liability or fault on the part of the Releasee.

5. Binding Effect

5.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their spouses, heirs, executors, administrators, successors, and assigns.

5.2 The Releasor affirms that they have not assigned or transferred any claim arising out of the accident to a third party.

6. Entire Agreement

6.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements and understandings, both written and oral.

7. Governing Law

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of **[State]**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of **[Date]**.

[Releasor's Full Name]

[Releasee's Full Name]

AUTO ACCIDENT SETTLEMENT AND RELEASE AGREEMENT **SAMPLE**

This Auto Accident Settlement Agreement and Release ("Agreement") is entered into by and between Sarah Johnson, residing at 1122 Elm Street, Anytown, AZ 85001, herein referred to as the "Releasor," and Michael Davis, residing at 3344 Pine Road, Anytown, AZ 85002, herein referred to as the "Releasee."

Recitals

WHEREAS, on February 10, 2024, at the intersection of Oak Street and Maple Avenue, Anytown, AZ, the Releasor and Releasee were involved in a motor vehicle accident;

WHEREAS, the Releasor and Releasee wish to settle any and all claims arising from this accident without legal proceedings and without involving insurance companies;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Settlement and Release of Claims

1.1 The Releasor hereby voluntarily releases and discharges the Releasee from all liabilities, claims, demands, damages, costs, and expenses, known and unknown, arising from the said accident.

1.2 The Releasor understands that this release covers all claims resulting from the motor vehicle accident, including those not currently known or anticipated.

2. Preservation of Claims Against Third Parties

2.1 This Agreement does not relinquish any claims the Releasor may have against entities or individuals other than the Releasee and those specified herein.

3. Consideration

3.1 In consideration for this release, the Releasor acknowledges receipt of \$750.00, which is deemed sufficient and satisfactory.

AUTO ACCIDENT SETTLEMENT AND RELEASE AGREEMENT **SAMPLE** (ctnd')

4. No Admission of Liability

4.1 It is understood by both parties that this Agreement and the payment herein do not constitute an admission of liability or fault on the part of the Releasee.

5. Binding Effect

5.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their spouses, heirs, executors, administrators, successors, and assigns.

5.2 The Releasor affirms that they have not assigned or transferred any claim arising out of the accident to a third party.

6. Entire Agreement

6.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements and understandings, both written and oral.

7. Governing Law

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Agreement as of February 15, 2024.

Sarah Johnson

Michael Davis
