



FARMERS

Send all correspondence to:
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October 4, 2013



RELEASE IN FULL OF ALL CLAIMS AND RIGHTS

For and in consideration of the sum of [REDACTED] RECEIPT OF WHICH IS ACKNOWLEDGED, I/we release and forever discharge [REDACTED], and his / her / their principal(s), agents, representatives, and assigns, from any and all rights, claims, demands, and damages of any kind, known or unknown, existing or arising in the future, resulting from or in any way related to any bodily injury(ies) arising from an accident that occurred on or about [REDACTED] at or near [REDACTED] ("the Subject Accident").

I/we also expressly, voluntarily, knowingly and advisedly WAIVE any and all rights granted to me/us under California Civil Code Section 1542 with respect to any bodily injury(ies) arising from or in any way related to the Subject Accident.

Section 1542: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."



This release shall not destroy or otherwise affect the rights of persons on whose behalf this payment is made, or persons who may claim to be damaged by reason of the Subject Accident other than the undersigned, to pursue any legal remedies they may have against the undersigned or any other person.

I/we understand that this is a compromise settlement of all my claims involving the parties being released arising out of the Subject Accident, and that there is no admission of liability. I/we also understand that this is all the money or consideration I/we will receive from the parties being released for any and all of my claims involving the parties being released as a result of the Subject Accident.

FURTHER, I/we agree to reimburse and indemnify all the parties being released of any amounts which any insurance carriers, government entities, hospitals or other persons or organizations may recover from them in reimbursement for amounts paid to me/us or on my/our behalf as a result of the Subject Accident by way of contribution, subrogation, indemnity or otherwise, and to hold all released parties harmless from any and all liens.

FURTHER, as a condition of the settlement and release I/we represent and warrant that as of the date of this signing, I/we have provided the released party's(ies)' insurer Farmers Insurance Exchange ("Insurer") all information I/we know about any and all Medicare rights to recovery as of this date. I/we agree to reimburse, indemnify and hold harmless each of the persons, firms, corporations released hereunder and their Insurer, including

Signature acknowledges page 1 of 2:

Signature Date

Signature Date

their agents and assigns, with respect to all known and unknown Medicare rights to recovery related to the Subject Accident for which the federal government may seek repayment as well as any fine or penalty the federal government may seek resulting from the sufficiency and accuracy of the information I/we have provided to Insurer regarding Medicare rights to recovery known as of this date.

I/WE HAVE READ THIS RELEASE AND UNDERSTAND IT.

Signed this _____ day of _____ 20____, in _____ [County, State]

Signature Date

Signature Date

Witness Date

Witness Date

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.