

Superior Refining Company, LLC
Settlement Agreement and Release Of All Claims

This Settlement Agreement and Release is entered into on this ____ day of ____, 2018 by and between _____, (hereinafter referred to as the “Undersigned”), and Superior Refining Company, LLC, and its parents, subsidiaries, officers, directors, employees, agents, affiliates, predecessors, and/or successors of any kind (hereinafter collectively referred to as “the Released Parties”).

The Undersigned, being of lawful age, for sole consideration of \$_____ to the undersigned in hand paid, receipt of which is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Superior Refining Company, LLC and their Parents, subsidiaries, officers, directors, employees, agents, affiliates, predecessors, and/or successors of and from any and all claims, actions, cause of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, including mental, emotional and/or psychological injuries, and property damage and the consequence thereof resulting or to result from the accident, casualty or event which occurred on the 26th Day of April, 2018 at The Superior Refining Company, LLC Superior, WI.

It is understood and agreed that this settlement is the compromise of (a) doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the party of the Released Parties, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The Undersigned hereby acknowledges, declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery there from is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned’s judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representative or by any physician or surgeon by them employed. The Undersigned further acknowledge(s) that they have been advised that they may consult with an attorney concerning this Settlement Agreement and Release, and are entering into the Settlement Agreement and Release in full recognition of their right to such counsel, and with the intent to be bound by its terms.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, ____.

CAUTION: READ BEFORE SIGNING BELOW
