

TERMINATION AND RELEASE AGREEMENT

DEADLINE FOR RECEIPT OF COMPLETED AGREEMENT: [To Be Completed by the Claims Administrator]

A. PARTIES

Settlement Class Member	
Funder	
Covered Parties	The term Settlement Class Member includes his/her heirs, agents, guardians, successors, and assigns. The term Funder includes all of its representatives, predecessors, successors, affiliates, subsidiaries, owners, officers, directors, employees, agents and insurers. The term Parties refers to the Settlement Class Member and the Funder.

B. THE CONTRACT

Date(s) of the Contract	
Status	There are now no pending actions between the Settlement Class Member and the Funder relating to the Contract. However, there are potential disputes between the Parties involving the Monetary Award Claim filed by the Settlement Class Member in the NFL Players Concussion Settlement and possible claims of the Parties against each other under the Contract. Funder hereby warrants and represents that it has not assigned or transferred to any third party any claim, demand, or cause of action against the Settlement Class Member.

C. LOAN RESOLUTION AMOUNT

Amount	\$
Resolution	The Claims Administrator may pay the Loan Resolution Amount to the Funder as the amount due from the Settlement Class Member to the Funder.

D. CONSIDERATION AND RELEASE

- (a) **Payment.** The Funder agrees to accept from the Trustee of the Settlement Fund of the NFL Concussion Settlement the Loan Resolution Amount as consideration for this Agreement.
- (b) **Mutual Release.** Except with respect to the terms and conditions in this Agreement, the Settlement Class Member and the Funder hereby fully and forever mutually release, acquit, terminate, and discharge each other from any and all claims (express or implied) which the Parties ever had, now have, or may have against each other for or by reason of the financial transaction referred to in this Agreement as the Contract, which is terminated and superseded by this Agreement.
- (c) **Waiver of All Claims.** Except with respect to the terms and conditions in this Agreement, the Parties agree that they will not file nor permit to be filed on their behalf, any claim, grievance, charge, complaint, lawsuit, legal action, or other process of any kind against each other arising out of or related to the circumstances of the Contract and/or the Monetary Award Claim.

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- (d) Termination of the Contract. The Parties agree that, upon execution of this Agreement, the Contract and any rights held under it are terminated.
- (e) Settlement Class Member. The Settlement Class Member consents:
 - (1) To the substitution set forth in the Declaration of Consent to Substitution signed by Funder and attached to this Agreement;
 - (2) To the Claims Administrator of the NFL Concussion Settlement Program disclosing to the Funder the status of his/her claim and the amount of the Monetary Award.
- (f) Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any prior agreements, including the Contract, or understandings, express or implied, pertaining to the Contract and/or the Monetary Award Claim.

E. SIGNATURE

Funder	Signature	
	Name	
	Title	
	Date	
Settlement Class Member	Signature	
	Name	
	Date	