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## **FULL AND FINAL GENERAL RELEASE (CALIFORNIA)**

For the sole consideration of \_\_\_\_\_ and \_\_/100 (\$ \_\_\_\_\_) paid to me, the receipt of which I acknowledge, I for myself, my spouse, children, parents, employees, representatives, agents, heirs, executors, administrators, successors and assigns, hereby release and discharge SOUTHERN CALIFORNIA DISCOUNT TIRE CO., INC. ("Discount Tire"), its parents, subsidiaries, affiliates, board members, officers, directors, shareholders, successors, assigns agents, insurers, attorneys and employees, from any and all claims or causes of action whatsoever which I now have or may have against them or any of them including, but not limited to, any claims or causes of action for personal or bodily injuries, if any, including injuries the existence or extent of which I am now unaware, property damage, breach of warranty, breach of contract, misrepresentations, product liability, deceptive trade practices, loss of income, mental anguish and attorneys fees resulting from, arising out of or in any way connected to an incident which occurred on \_\_\_\_\_ at Discount Tire Store No. \_\_\_\_\_ located at \_\_\_\_\_ and/or Discount Tire's installation of tires or wheels or the performance of any other service on my automobile and/or any accident, injuries or damage which may have occurred at or near any Discount Tire location, including claims relating to any improper conduct by any employee or agent of Discount Tire. I also hereby release and agree to indemnify and defend Discount Tire from any claims which may be brought by me or on my behalf, including claims for subrogation rights or liens, as a result of any incident referred to above.

It is further understood that Discount Tire denies that it is liable in any manner and that this release is to compromise and settle all claims for both known and unknown damages of whatever nature, including, but not limited to, those in any way arising out of, connected with or resulting from, or which in the future may arise out of, be connected with or result from the above subject matter and claims made or which could have been made in any court action or other legal proceeding. This agreement contains the entire agreement between the parties and may only be modified in writing and with the written approval of Discount Tire.

I acknowledge that I have read the provisions of *California Civil Code Section 1542*, and I waive all rights thereunder, which section provides:

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 known by him or her must have materially affected his or her settlement with the debtor.

I warrant and represent that I am the sole owner of any claim or cause of action described above.

I have read this release and understand its terms.

Signed and effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Customer Signature

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Witness' Signature

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Printed Customer Name

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Witness' Printed Name