

Commercial Contract

PERSONAL INJURY LIABILITY RELEASE AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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January 2013

Personal Injury Liability Release Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to business protection. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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7. PERSONAL INJURY LIABILITY RELEASE AGREEMENT

THIS PERSONAL INJURY LIABILITY RELEASE AGREEMENT (hereinafter referred to as the "Agreement" is made and entered into at _____ on this _____ day of _____ 20__,

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];
(Hereinafter referred to as the "Business", which expression shall, wherever the context so permits, mean and include its assigns, nominees, agents and successors-in-interest)

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(Hereinafter referred to as the "Injured Party", which expression shall, wherever the context so permits, mean and include its heirs, assigns, nominees, agents)

(The Business and the Injured Party are hereinafter collectively referred to as the "Parties, and individually as the "Party").

WHEREAS the Business and the Injured Party had entered into an Employment Agreement dated [insert date] (hereinafter referred to as the "Employment Agreement").

AND WHEREAS in accordance with the provisions of the Employment Agreement, the Injured Party was employed by the Business as [insert designation/title] to provide [insert detail of services] to the Business.

AND WHEREAS on [insert date], the Injured Party, while performing its obligations under the terms of the Employment Agreement, has sustained certain injuries [spectrum of injuries could include anything less than death] due to no fault of the Business.

AND WHEREAS the Business has offered the Injured Party an amount of Rs. _____/- (Rupees _____) (insert amount) against signing of covenant to release the Business and all its agents, employees, successors and assigns, and any or all other persons, firms or corporations, of all and any liability with respect to the injuries sustained by the Injured Party, and the Injured Party has accepted the offer of the Business.

Personal Injury Liability Release Agreement

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NOW THEREFORE, the Parties with the intention to resolve the matter in full, hereby enter into this Agreement on the following terms and conditions:

1. That the Business shall pay an amount of Rs. _____/- (Rupees _____) (insert amount) (hereinafter referred to as the "Consideration Amount") to the Injured Party as consideration for Releasing the Business from any and all liability with respect to the injuries sustained by the Injured Party.
2. That upon the Injured Party receiving the Consideration Amount from the Business, the Business shall be absolved of all its liabilities which may be in existence with respect to the injuries sustained by the Injured Party.
3. The execution of this Agreement shall, in no way, be construed to be an admission of the Business or any of its agents, employees, successors and assigns, of any liability with respect to any injuries sustained by the Injured Party.
4. This Agreement and the settlement shall extend to all the injuries that the Injured Party is suffering from at present, or which might, in future, arise out of or develop due to the present injuries.
5. That the receipt of the Consideration Amount shall be construed as a complete settlement and satisfaction of the actions, causes of action, claims and demands with respect to the injuries sustained by the Injured Party.
6. This Agreement envisages the entire agreement between the Parties, and the recitals hereto form and integral part of the Agreement.
7. This Agreement shall be binding upon the Parties, and wherever applicable, their heirs, executors, administrators, personal representatives, successors and assigns.
8. This Agreement shall be subject to and governed by the laws of Pakistan.

IN WITNESS WHEREOF the Parties have set their respective hands on this Agreement at the place and on the date aforementioned.

For and on behalf of
The Business

For and on behalf of
The Injured Party

Witnesses:

1. _____

2. _____

Personal Injury Liability Release Agreement

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Legal Services, B&SDS

Name: _____
Address: _____

Name: _____
Address: _____
