**THIS DEED OF RELEASE AND DISCHARGE** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ………..

**BETWEEN:**

**………….** of P. O. Box ………., in the Republic of Kenya (“**………**”); and

**…………..** a limited liability company incorporated in the Republic of Kenya, which postal address is care of P. O. Box …………, in the said Republic (the “**Employer**”); and

**………………………**

all of care of Post Office Box Number …………… in the Republic of Kenya (the “**Family**”).

**WHEREAS:**

**…………………**) (the“**Deceased**”) was employed as a driver by the Employer.

The Deceased was killed while driving ………..’s motor vehicle.

Following discussions between the Family, ……. and the Employer, the parties have agreed upon and accepted the terms of this Deed.

# **NOW THIS DEED WITNESSETH:**

# **IN CONSIDERATION** of the terms of this Deed **THE FAMILY HEREBY ACKNOWLEDGES RECEIPT** of the sum of Kenya Shillings ……………… from the Employer in full and final settlement of each and every claim of whatsoever nature and howsoever arising that the Family may have against the Employer,……. and any and all employees, directors and shareholders of the Employer **SUBJECT TO** the conditions set out below being**:**

(a) That the aforesaid sum is in full and final settlement of each and every claim of whatsoever nature and howsoever arising that the Family may have against the Employer, ……… and any and all employees, directors and shareholders of the Employer.

(b) That seventy-five per cent (75%) of the aforesaid sum shall be paid by the Employer into a bank account in the name of the Deceased’s children **…………………**

(c) That the remaining twenty-five per cent (25%) of the aforesaid sum will be paid directly to the Deceased’s wife **…………….**.

**IN CONSIDERATION** of the aforesaid payment (receipt of which is hereby acknowledged):

The Family hereby releases and forever discharges the Employer, ………… and any and all

employees, directors and shareholders of the Employer from all actions proceedings liabilities

claims and demands whether present or future actual or contingent and of whatsoever nature and

howsoever arising against the Employer, ………… and any and all employees, directors and

shareholders of the Employer in respect of the death of the Deceased and the Family undertakes

to indemnify the Employer, ……… and any and all employees, directors and shareholders of

the Employer against the same.

The Family hereby agrees to indemnify the Employer against all losses damages costs charges and expenses suffered by the Employer by reason of this or any further claims of whatsoever nature and howsoever arising out of any and all of the above as well before as after the date hereof.

In this Deed where the context so admits the expressions “**Employer**” includes all companies and affiliates, including parents and subsidiaries and all their respective successors and assigns, the respective directors, officers and employees, and successors in title “**Deceased**” “**Family**” includes their respective personal representatives, successors and assigns.

By execution of this document the Family have agreed and consented to the matters herein contained.

All members of the Family have been afforded the opportunity to seek and obtain independent legal advice prior to execution of this Deed.

The Deceased’s wife **……………** hereby warrants and confirms that **……………**

and **………………..** are the only children of the Deceased and that they are

underage and she is entitled as the sole surviving parent to sign on behalf of the said children and agrees

to indemnify the Employer, ………… and any and all employees, directors and shareholders of the

Employer against any claim from the said children.

**IN WITNESS WHEREOF** this Deed has been duly executed the day and year first hereinbefore written:

**SIGNED SEALED AND DELIVERED** )

by the said **………………….** )

in the presence of: )

 )

 )

**Advocate** )

**SIGNED SEALED AND DELIVERED** )

by the said ……………. in the presence of: )

 )

 )

**Advocate** )

**SIGNED SEALED AND DELIVERED** )

by the said …………….. in the presence of: )

 )

 )

**Advocate** )

**SIGNED SEALED AND DELIVERED** )

by the said **,……………** in the presence of: )

 )

 )

**Advocate** )

**SIGNED SEALED AND DELIVERED** )

by the said **………………..** )

in the presence of: )

 )

 )

**Advocate** )

**SIGNED SEALED AND DELIVERED** )

by the said **……………………………** )

in the presence of: )

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**Advocate** )