

INDEMNITY AND RELEASE AGREEMENT

THIS INDEMNITY AND RELEASE is executed by the undersigned for the benefit of the “Indemnified Parties” identified herein.

BACKGROUND STATEMENT

The undersigned represents the family and the Estate of _____, decedent (hereinafter “the Decedent”). The circumstances surrounding the death of the Decedent confer upon Andrea Minyard, the Medical Examiner of District One of the State of Florida (hereinafter “the Medical Examiner”) the authority to perform an autopsy of Decedent’s body in order to complete the investigation relating to the Decedent’s death. However, the performance of the autopsy is not mandatory in every case. The undersigned has requested that the Medical Examiner not perform an autopsy of the Decedent’s body.

Without an autopsy, and based solely upon a preliminary noninvasive observation of the Decedent’s body, it appears that the cause of Decedent’s death was due to:

The Medical Examiner is willing to forgo an autopsy of the Decedent’s body only if the undersigned executes this Release and Indemnity in favor of the Indemnified Parties.

NOW, THEREFORE, in order to encourage the Medical Examiner to forego an autopsy of Decedent’s body, the undersigned individually and as a representative of Decedent’s family hereby agrees as follows:

1. The undersigned, individually and as a representative of the Decedent’s family, hereby release the Medical Examiner, Gulf Coast Autopsy Physicians, PA., and

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its officers, directors, employees and agents, and _____ County, Florida (the foregoing individuals and entities are referred to herein as “the Indemnified Parties”) from any and all claims, losses, or damages which the undersigned or any of the heirs, beneficiaries, representatives or successors of the Decedent may have against or be entitled to recover from the Indemnified Parties as a result of the decision of the Medical Examiner or any Indemnified Party not to perform an autopsy of Decedent’s body.

2. The undersigned, individually and as a representative of Decedent’s family, hereby agrees to indemnify and hold all Indemnified Parties harmless from any and all claims, losses, cost, damages, expenses and liabilities of whatsoever nature or kind (including, but not limited to, reasonable attorney’s fees) directly or indirectly resulting from, arising out of, or related to the decision of the Medical Examiner or any Indemnified Party not to perform an autopsy of the Decedent’s body. The indemnity set forth herein specifically includes any claim, suit, action or proceeding which may be initiated by a third party against any of the Indemnified Parties as a result of the decision by any Indemnified Party or acquiescence by any Indemnified Party in the decision not to perform an autopsy of the Decedent’s body.
3. This indemnity is binding upon the successors, assigns, heirs and principals of the undersigned.
4. The undersigned has had an opportunity to review and consider this Release and Indemnity and to discuss this document with the advisors of the undersigned. The

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undersigned executes this Release and Indemnity voluntarily for the purpose set forth herein.

IN WITNESS WHEREOF, the undersigned has executed this Release and Indemnity this _____ day of _____, _____

Signature

Print name

Relationship to the Decedent: _____

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