

**SUNCOAST CREDIT UNION UNAUTHORIZED REMOTELY CREATED CHECK AFFIDAVIT, RELEASE AND INDEMNITY AGREEMENT**

(Member Name: \_\_\_\_\_)

Account #: \_\_\_\_\_)

BEFORE ME, the undersigned authority, personally appeared the Member referenced above ("Affiant"), who swore or affirmed, as follows:

Affiant did not create, request, authorize, ratify, sign or receive any benefit from or related to the following described check ("the "Check") drawn on Suncoast Credit Union ("Credit Union").

Date of Transaction	Check Number	Check Amount	Payee

2. In consideration of Credit Union's deposit of the Check Amount set forth above into Affiant's Credit Union Account, Affiant agrees to indemnify and hold Credit Union harmless from and against any loss, liability, damage, cost or expense (including, without limitation, attorneys' fees and court costs) resulting from any claim, demand, action, suit or proceeding brought or made by any person or entity arising from or related to the Check or Affiant's breach of this Affidavit, Release and Indemnity Agreement ("Agreement").
3. Affiant, on behalf of Affiant and Affiant's heirs, beneficiaries, dependents, executors, administrators, assigns, agents, and representatives (collectively "Affiant"), hereby (a) releases and discharges Credit Union from all rights, claims, and actions, whether known or unknown, foreseen or unforeseen, arising now or hereafter, arising from or related to the Check; (b) assigns to Credit Union all rights, claims, demands, or causes of action of Affiant against all persons and entities arising from or in any way related to the Check; (c) warrants that Affiant has not assigned any rights, claims, demands or causes of action described above to any person or entity other than Credit Union; (c) agrees to provide reasonable cooperation to Credit Union in Credit Union's pursuit of any such rights, claims, demands, or causes of action, including, without limitation, information, documents, records, affidavits, depositions and testimony as reasonably requested by Credit Union; and (d) may not assign this Agreement or any rights or obligations thereunder without the prior written consent of Credit Union, which may be withheld for any or no reason.
4. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Hillsborough County, Florida. If legal action is necessary to enforce this Agreement or collect any amounts owing under this Agreement, the prevailing party has the right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions. The parties agree that such legal action shall be filed and heard in Hillsborough County, Florida, except as prohibited by applicable law. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement, or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid. This Agreement may not be modified except by written instrument executed between the Affiant and Credit Union.

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
 Affiant Signature

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 (Signature of person taking acknowledgment)

\_\_\_\_\_  
 (Name typed, printed or stamped)