

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into as of the last date signed below by Eric Miller and the School Board of Clay County, Florida ("Board"), collectively referred to hereinafter as "the Parties," in accordance with the following terms and conditions:

1. On or about February 17, 2015, Eric Miller, a former Clay County District Schools ("District") student, allegedly fell from a ladder during school hours at a District school, resulting in personal injury (the "Incident").
2. The District subsequently received a statutory notice of claim pursuant to section 768.28, followed by a draft state court complaint ("Complaint") attached hereto as *Exhibit A*.
3. The Parties now desire to enter into this Agreement in order to provide for certain payments in full settlement and discharge of all claims which are or might have been asserted by or on behalf of Mr. Miller in connection with the Incident.
4. Accordingly, in exchange for the Board's payment of the sums set forth below, Eric Miller hereby fully and finally resolves, releases, and discharges the Board, its officers, elected officials, employees, principals, agents, successors, and assigns from all claims, actions, demands, rights and causes of action, including any right to demand or receive damages, attorney's fees, or costs, whether known or unknown, statutory, contractual or arising in tort, available now or in the future, in any way arising from or relating to the Incident. Such release and discharge shall be binding on Mr. Miller as well as his heirs, assigns, agents, and successors.
5. In turn, and in exchange for the release and discharge of all claims, actions, and demands as herein stated, the Board agrees to pay Eric Miller \$80,000.00. Such payment will be

made within twenty (20) days of the date upon which this Agreement is fully executed by the Parties.

6. Mr. Miller specifically reserves the right to pursue and recover future medical expenses, health care and related expenses to which he is entitled from any person, firm or organization otherwise responsible for payment of such expenses, including any first party health or first party insurance providers. However, this reservation of rights does not include or extend to the Board or any other persons or entities herein released and discharged from liability.

7. Mr. Miller represents and warrants that: (i) no other person or entity has or will have any interest or title to the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; (ii) he has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and (iii) he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

8. Nothing herein stated shall be construed to release, remise, or discharge any person, entity or subsequent tortfeasor (other than the Board, its officers, elected officials, employees, principals, agents, successors, and assigns) from liabilities arising from the Incident. No claim for medical negligence, malpractice, or any other tort claim against any such person, entity, or tortfeasor which the undersigned now has, or hereinafter may have, arising out of the Incident is released by this Agreement.

9. The Parties shall bear shall bear their own attorney's fees, costs, and expenses incurred in connection with the Incident and this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the

Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

11. This Agreement shall not be construed against the Parties as an admission of guilt, liability, or fault, and, other than in an action to enforce its terms, this Agreement shall not be proffered, admitted, or used as evidence in any administrative, judicial, or quasi-judicial proceeding.

12. This Agreement embodies the Parties' entire agreement, which supersedes all prior written or verbal agreements, and which may be amended only by a written document jointly executed by the Parties.

13. The Parties warrant and represent to one another that each has the full power and authority to enter into this Agreement and perform all duties and obligations hereby imposed. The Parties further warrant that each person/representative executing this Agreement is duly authorized to execute and deliver this Agreement on behalf of each respective party.

14. The Parties agree to take such action and to execute and deliver all documents necessary to carry out the terms and conditions of this Agreement without further demand.

15. The terms of this Agreement are contractual in nature and not a mere recital of statements, and, should any of the provisions of this Agreement be judicially determined invalid for any reason, the Parties agree that the remaining valid portions shall continue in full force and effect.

16. The Parties acknowledge that each has had the opportunity to read, study, and consider this Agreement, with the assistance and advice of counsel or an otherwise competent representative, and the Parties fully understand and assent to all of the terms of this Agreement.

17. This Agreement may be executed in counterparts which, when taken together, shall constitute an original, fully executed Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands in complete agreement of the foregoing terms:

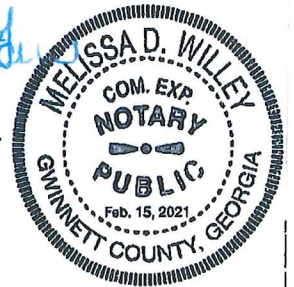
[Signature]
ERIC MILLER

Date: 3-29-18

STATE OF FLORIDA)
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me this 29th day of March, 2018, by Eric Miller, who is personally known to me or has produced Drivers license as identification.

Melissa D. Willey
Notary Public, State of Florida GA
Commission Number: _____



AND:

[Signature]
CAROL STUDDARD, CHAIR
School Board of Clay County, Florida

Date: 4/5/2018

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 5th day of April, 2018, by Carol Studdard, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Commission Number: _____

