

## RELEASE OF ALL CLAIMS

This Release (the "Release") is made this \_\_\_\_\_ day of September, 2017 by "Plaintiff" **Robert Winter**.

A. Plaintiff filed a complaint against Clay County School Board (hereinafter "Defendant") in the Circuit Court, County of Clay, State of Florida, Case Number: 2012-CA-001684, Division: F, (the "Complaint"), which Complaint arose out of certain alleged negligent acts or omissions by Defendant. In the Complaint, Plaintiff sought to recover monetary damages as a result of that certain occurrence on or about August 28, 2008 at the intersection of US 301 and Richard Modley Road in Clay County, Florida, which resulted in alleged physical injuries to Plaintiff Robert Winter.

B. The parties desire to enter into this Release in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

### AGREEMENT

The parties agree as follows:

#### **1. RELEASE AND DISCHARGE**

1.1 In consideration of the payments set forth in Section 2, Plaintiff hereby completely releases and forever discharges Defendant from any and all past, present or future claims, demands, obligations, actions, services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings) which have resulted or may result from the alleged acts or omissions of the Defendant.

1.2 This release and discharge shall also apply to Defendant's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Plaintiff, shall be a fully binding and complete settlement among the Plaintiff, the Defendant, and their heirs, assigns and successors.

1.4 The Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the Plaintiff does not know or suspect to

exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known would materially affect Plaintiff's decision to enter into this Release. The Plaintiff further agrees that Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied.

## **2.0 PAYMENTS**

In consideration of the release set forth above, the Defendant, agrees to pay to the individual named below, the sums outlined in this Section 2 below:

2.1 Payments due at the time of settlement as follows:

**ROBERT WINTER**

**FIFTEEN THOUSAND DOLLARS AND 00/100  
(\$15,000.00)**

## **3.0 ATTORNEY'S FEES**

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Complaint, this Release and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

## **4.0 DELIVERY OF DISMISSAL WITH PREJUDICE**

Concurrently with the execution of this Release, counsel for the Plaintiff shall deliver to counsel for Defendant an executed Dismissal with Prejudice of the Complaint. Counsel for the Plaintiff shall return the Dismissal to Defendant's attorney who will have it entered it as a matter of record.

## **5.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT**

In entering into this Release, the Plaintiff represents that Plaintiff has relied upon the advice of his attorneys, who are the attorneys of his own choice, concerning the legal and income tax consequences of this Release; that the terms of this Release have been completely read and explained to Plaintiff by his attorneys; and that the terms of this Release are fully understood and voluntarily accepted by Plaintiff.

## **6.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT**

Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Release, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Release and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release.

## **7.0 GOVERNING LAW**

This Release shall be construed and interpreted in accordance with the laws of the State of Florida.

## **8.0 ADDITIONAL DOCUMENTS**

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

## **9.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST**

This Release contains the entire agreement between the Plaintiff and the Defendant with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

## **10.0 EFFECTIVENESS**

This Release shall become effective immediately following execution by Plaintiff.

## **11.0 RELEASE NOT APPLICABLE TO THIRD PARTIES**

The Plaintiff further state that while he hereby releases any and all claims against the Defendant, for both past and future losses, the necessity for future medical treatment and expenses incurred therein is speculative and unknown at this time and, therefore, as a result, Plaintiff does not deem the settlement herein made to fully satisfy damages in the event future medical expense is incurred. As a result, Plaintiff reserves the right to pursue and recover all future medical expenses from any person, firm or organization who may be responsible for payment of such expenses, including any first party health or automobile insurance coverage, but such reservation does not include the Defendant, their agents or employees.

## 12.0 LIENS, SUBROGATION CLAIMS AND RIGHTS OF REIMBURSEMENT

The Plaintiff agrees that he shall be solely responsible to satisfy out of the proceeds of this settlement all legitimate and enforceable liens, subrogation claims or rights of reimbursement by third parties who claim such rights by virtue of payments or benefits made to or on behalf of Plaintiff. The Plaintiff specifically authorizes his attorney to negotiate and satisfy such liens, subrogation claims or rights of reimbursement on his behalf prior to the disbursement of the funds of this settlement to Plaintiff. The Plaintiff agrees to hold the Defendant harmless for any claims or lawsuits initiated against the Defendant as a result of the Plaintiff's failure to satisfy any and all liens or rights of reimbursement. The Plaintiff agrees to defend the Defendant if any claim is brought against Defendant as a result of a breach of this section.

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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Robert Winter