

## RELEASE OF ALL CLAIMS

### **KNOW ALL PERSONS BY THESE PRESENTS:**

That RAYFIELD RICHARDSON, (hereinafter referred to as "Releasor"), for the consideration of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), receipt whereof is hereby acknowledged, does hereby and for his successors and assigns forever release, acquit, and discharge the **CITY OF GAINESVILLE**, as well as its agencies and their officers, elected officials, employees, agents, servants, and successors, (hereinafter referred to as "Releasees"), of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, attorney's fees, expenses, compensation and liabilities and losses of every kind whatsoever which the undersigned party now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about February 23, 2009 on SW 23<sup>rd</sup> Street near the intersection north of SR 331 (SW Williston Road) in Gainesville, Alachua County, Florida.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

It is further understood and agreed that this release, and the consideration paid for it, extends to all claims that could have been asserted by the undersigned party in regard to the accident as referenced above. It extends to all persons entitled to make claim under Florida Statutes. The undersigned party hereby authorizes his attorney to execute any such other

document(s) as may be necessary in order to accomplish the settlement and discharge of the parties contemplated herein.

The undersigned party represents that if he has incurred any obligation in connection with the incident referred to herein on account of which any person, firm or corporation may be entitled to a lien or other claim to the proceeds herein including, but not limited to, those under the Florida Motor Vehicle No-Fault Law (Fla. Stat. 627.730-627.7405), Florida Workers' Compensation Act (Fla. Stat. Chapter 440), Florida Medical Recovery Act and Medicaid liens pursuant to Fla. Stat. 409.901 or any other statute, regulation or law of the State of Florida or United States as a result of benefits paid to or payable to the undersigned party or his representative or attorney, such claim or lien has been paid in full or will be paid out of the proceeds of the settlement. The undersigned party expressly represents that he has no knowledge of any other liens or other claims which affect settlement. The undersigned party does hereby covenant and agree to indemnify, defend and to save and hold harmless, including costs and attorney's fees, the parties released hereby, of and from any such liens or other claims referred to in this paragraph.

The undersigned party hereby declares and represents that the injuries sustained or damages are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release it is understood and agreed that the undersigned party relies wholly upon his own judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore, and it is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned party further declares and represents that no promise, inducement or agreement not herein expressed have been made to the undersigned party, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE OF ALL CLAIMS AND FULLY UNDERSTANDS IT, AND/OR HAS RECEIVED THE ADVICE OF AN ATTORNEY REGARDING THE LEGAL CONSEQUENCES OF ENTERING INTO THE FOREGOING RELEASE OF ALL CLAIMS BEFORE SIGNING, AND DOES SO FREELY AND VOLUNTARILY FOR THE PURPOSES SET FORTH THEREIN.**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
RAYFIELD RICHARDSON

\_\_\_\_\_  
Dan Glassman, Esquire  
Law Offices of Rush & Glassman  
11 S.E. 2<sup>nd</sup> Avenue  
Gainesville, FL 32601

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

THE FOREGOING Release of All Claims was acknowledged and subscribed to before me for the purposes set forth herein by RAYFIELD RICHARDSON, who is either personally known to me or who produced \_\_\_\_\_ as identification this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed or Printed  
My Commission Expires: