

# RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

This Release of All Claims (hereinafter "Release") is entered into as of the effective date of \_\_\_\_\_, 202\_\_, between: \_\_\_\_\_ ("Releasor"), and the City of Menifee ("Releasees") (collectively the "Parties").

The Releasor being of lawful age, for sole consideration of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to \_\_\_\_\_ do/does hereby and for his, her, or their heirs, executors, administrators, successors and assigns release, acquit and forever discharge the City of Menifee, and its agents, servants, successors, heirs, executors, administrators and all other persons, firms corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Releasor now has/have 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 property damage, and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, at or near \_\_\_\_\_ (description of accident, casualty, or event) \_\_\_\_\_

It is expressly understood and agreed that the execution of this Release and payment and receipt of compensation set forth above is in settlement and compromise of a dispute only, and shall not be construed in any manner to be an admission of liability or fault by any party hereto, and that said Releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The Releasor represents and warrants by promise of defense, indemnity, and holding harmless, that Releasor, being of sound mind and body, has authority to enter into this Release in order to effectuate a total and complete settlement and release of all claims. Releasors expressly release and further waive their right to any claim or cause of action against Releasee, its attorneys, insurance carriers, third party administrators, heirs, executors, beneficiaries, predecessors, successors, assigns, representatives, agents and/or any other person or entity connected with them, for any claim they may currently have or that arises in the future pursuant to the Medicare Secondary Payer Act - Private Cause of Action as codified in 42 U.S.C § 1395 y(b)(3)(A) related to the claims and events addressed in this Agreement and subject to the Release set forth above. Releasors further agree to hold the Releasee harmless and indemnify the Releasee from any claim, lien, or cause of action brought by any entity pursuant to Medicare Secondary Payer Act (42 U.S.C. § 1395y(b)) related to this claim.

It is further understood and agreed that all rights under section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Section 1542 reads as follows:

"1542. General release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Releasor hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite. In making this Release, it is understood and agreed that the Releasor relies wholly upon the Releasor's own judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore, and is made without reliance upon any statement or representation of the Releasees or their representatives or by any physician or surgeon employed by them.

The Releasor further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, 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.

This Release shall be construed and enforced under California law. The Parties represent that the undersigned has the right, power, legal capacity and authority to enter into and perform his, her, or their obligations under this Release and no approvals or consents of any other persons or entities, other than the individuals signing, are necessary in connection with the execution of this Release, and when so signed, this Release will be a binding obligation on the Parties hereto.

I hereby represent that at the time I sign this release I am not hospitalized in a medical facility nor was I admitted to a medical facility within the past 15 days.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THE ABOVE AND FULLY UNDERSTAND IT TO BE A FULL AND FINAL RELEASE OF ALL CLAIMS. I CERTIFY THAT I HAVE HAD THE BENEFIT OF LEGAL COUNSEL CONCERNING THIS RELEASE AND/OR HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF COUNSEL, BUT HAVE WAIVED THIS OPPORTUNITY.

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name of witness to signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Address of witness

☐ \_\_\_\_\_  
Captain or Deputy Director printed name and signature