

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to SPERLING LAW OFFICES TRUST ACCOUNT, on behalf of Robert Kuhn, its client, of the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00), the receipt of which is hereby acknowledged, Robert Kuhn, does hereby release, acquit, and forever discharge the City of West Allis, Wisconsin, A Municipal Corporation, Its Departments, Commissions, Officials, Agents and Employees, his, her, it's or their successors and assigns and all other persons, firms or corporations who are or might be liable from any and all claims, demands, damages, costs, actions and causes of action, including those of subrogated parties, of whatever kind or nature which I may now have or may hereafter have, on account of, or in any way growing out of, any and all known and unknown personal injuries, monetary losses, contractual damages and property damage, including those claimed by subrogated parties, whether developed or undeveloped, resulting or to result from an incident that occurred on or about October 10, 2017, at the intersection of South 67th & West Beloit Road, West Allis, Wisconsin, when a City of West Allis employee, while operating a fire department vehicle, struck Mr. Kuhn's bicycle he was riding causing Mr. Kuhn to sustain personal injuries as well as property damage to the said bicycle.

Robert Kuhn hereby declares and represents that the injuries he sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and, in making this Release and Agreement, it is understood and agreed that Robert Kuhn is relying wholly upon his own judgment, belief, and knowledge of the nature, extent and duration of said injuries, and that he has not been influenced to any extent whatever in making this Release by any representations or statements regarding said injuries, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

As further consideration for the payment of the City of West Allis, Robert Kuhn agrees to protect, defend and indemnify the City of West Allis for and from any of the following past, present, and future claims: contribution claims, claims by any hospitals, clinics or health care providers, claims made by any medical insurance carrier, health insurance carrier or third party administrator of any such carrier, any claims asserted by a worker's compensation carrier, any subrogated claims for benefits or payments already paid and/or to be paid by any such insurance carrier or governmental entities or recovery contractors, including Medicare, CMS and the Medicare Secondary Payer Recovery Contractor (MSPRC), made on behalf of or on account of Robert Kuhn and for any pre-settlement Medicare conditional payment reimbursements demanded or required by the MSPRC, CMS, or any other governmental entity, currently known, discovered or demanded in the future. Furthermore, Robert Kuhn agrees to protect, defend, and indemnify the City of West Allis from any request or cause of action by Medicare seeking payment of future medical expenses for Robert Kuhn, and Robert Kuhn agrees to waive any and all private causes of action that may exist against the City of West Allis under the Medicare Secondary Payer Statute related to the injuries alleged in connection with the above-referenced accident.

It is further understood and agreed that this settlement is the compromise of doubtful and disputed claims and that the payment of said amount is not to be construed as an admission of liability upon the part of said persons, firms, or corporations released; liability being by it, him or them expressly denied.

It is further understood and agreed that this Release and payment pursuant thereto is not to be construed as a waiver by or estoppel of any party released to prosecute a claim or action for any damages sustained. Nothing contained within this Release is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80 and 345.05.

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

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I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed and Sealed this 14 day of December, 2018

In the Presence of
(Witnesses sign below)

C. Flansburg

(Claimants sign below)

Robert Kuh

State of Wisconsin,
County of Milwaukee
On this 14 day of December, 2018, before me personally appeared

Robert Kuh
to me known to be the person described herein, and who read and executed the foregoing instrument, and acknowledged that
he executed the same as his free act and deed.

Kira Sorenson
Notary Public

Milwaukee
County
My commission expires 10/24/2021

