

## RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to Robert C. Braun and Violet A. Braun at this time of the sum of Two Thousand Two Hundred Fifty and 0/100 Dollars (\$2,250.00), the receipt of which is hereby acknowledged, Robert C. Braun and Violet A. Braun, being of lawful age, do hereby release, acquit, and forever discharge the City of West Allis his, her, its 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 of whatever kind or nature which Robert C. Braun and Violet A. Braun may now have or may hereafter have, on account of, or in any way growing out of, any and all known and unknown bodily injuries, personal injuries and property damage, whether developed or undeveloped, resulting or to result from an incident that occurred on or about April 4, 2017, at West Allis Central High School, 8516 West Lincoln Avenue, in the City of West Allis, Wisconsin when a City of West Allis election official, Kathleen Klein, engaged in a verbal and physical altercation with Robert C. Braun regarding his political sign.

Robert C. Braun and Violet A. Braun hereby declare and represent that the injuries they 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 C. Braun and Violet A. Braun are relying wholly upon their own judgment, belief, and knowledge of the nature, extent and duration of said injuries, and that they have 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 them, or by any physician or surgeon by them employed.

As further consideration for the payment of the City of West Allis, Robert C. Braun and Violet A. Braun agree 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 C. Braun and Violet A. Braun 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 C. Braun and Violet A. Braun agree 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 C. Braun and Violet A. Braun, and Robert C. Braun and Violet A. Braun agree 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.

No money is being set aside to cover future medical expenses which Medicare would otherwise cover, if Robert C. Braun and Violet A. Braun were to seek and accept Medicare benefits in the future, because no future medical costs directly associated with the injury/injuries are anticipated or alleged by Robert C. Braun and Violet A. Braun. Robert C. Braun and Violet A. Braun and the City of West Allis believe that any rights or interests Medicare may have in the settlement have been considered pursuant to 42 CFR §1395y(b)(3)(A). It is not the intention of Robert C. Braun and Violet A. Braun and the City of West Allis to shift responsibility of future medical benefits arising from this accident to Medicare.

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 shall apply to Robert C. Braun and Violet A. Braun and their agents, representatives, heirs, assigns, and successors.

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

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed and Sealed this 2nd day of March, 2018,

In the Presence of

(Witnesses sign below)

Kristin Palmer  
\_\_\_\_\_

(Claimants sign below)

Robert Braun  
\_\_\_\_\_

State of Wisconsin

County of Milwaukee

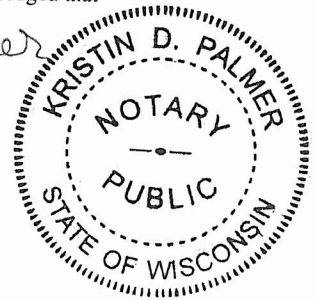
On this 2nd day of March, 2018, before me personally appeared

Robert Braun

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

Kristin D. Palmer  
Notary Public

Milwaukee  
County  
My commission expires 12/13/19



State of Wisconsin

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described herein, and who read and executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County  
My commission expires \_\_\_\_\_