

**RELEASE OF ALL CLAIMS**

FOR AND IN CONSIDERATION of the payment to **BRIAN D. BURNS**, at this time of the sum of **Eighty Nine and 99/100 Dollars (\$89.99)**, the receipt of which is hereby acknowledged, I, being of lawful age, do hereby release, acquit, and forever discharge the City of West Allis, Wisconsin, A Municipal Corporation, Its Departments, Commissions, Officials, Agents and Employees, 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, 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 bodily injuries, personal injuries and property damage, whether developed or undeveloped, resulting or to result from an incident that occurred on or about January 22, 2018, when a City of West Allis Police Officer during a search of Mr. Burns, in West Allis, Wisconsin caused damage to Mr. Burn's cell phone. I hereby declare and represent that any injuries sustained are permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release and Agreement it is understood and agreed that I rely wholly upon my own judgment, belief, and knowledge of the nature, extent and duration of said injuries, and that I 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 him or them, or by any physician or surgeon by him or them employed.

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, her, or them expressly denied.

It is further understood and agreed that this Release and payment pursuant thereto is not be construed as a waiver by or estoppel of any party released to prosecute a claim or action for any damages sustained.

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 29 day of July, 2018.

Brian D Burns  
Brian D. Burns

State of Wisconsin

County of Milwaukee

On this 19<sup>th</sup> day of July, 2018, before me personally appeared Brian Burns known to me to be the person described herein, and who read and executed the foregoing instrument, and acknowledged execution of this Release as a free act and deed.

Kristin D. Palmer  
Kristin D. Palmer  
Notary Public, State of Wisconsin  
My Commission: 12/13/2013  
PUBLIC  
STATE OF WISCONSIN