

## **RELEASE OF ALL CLAIMS**

Redlands Baseball/Softball for Youth, Incorporated and the City of Redlands (individually herewith referred to as a "Party" and, together, as the "Parties") in consideration of a mutual waiver of costs, do hereby, and for their respective successors and assigns, release, acquit and forever discharge each other from any and all claims, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, including but not limited to attorneys' fees and court costs, which each of the Parties 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 damage and the consequences resulting from the incident, casualty or event which occurred on or about April 18, 2008, involving Kellie Ann Hannum at the softball fields at the intersection of San Bernardino Avenue and Church Street and Pennsylvania Avenue, in the City of Redlands, County of San Bernardino, State of California, and the ensuing action filed by Kellie Ann Hannum, through her Guardian ad Litem Cherry Hannum, in San Bernardino Superior Court, entitled Hannum v. City of Redlands, et al., Case No. CIVSS 816265 (the "Action"), and the expenses, costs and attorneys' fees from defending the Action.

It is understood and agreed that this Release constitutes the compromise of a doubtful and disputed claim, and that this release shall not be construed as an admission of liability on the part of any Party hereby released, and that the Parties deny liability therefore and intend merely to avoid litigation. It is further understood and agreed that all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are hereby expressly waived by the Parties. Section 1542 reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Parties further declare and represent that no promise, inducement or agreement not herein expressed has been made to either of the Parties, and that this Release contains the entire agreement between the Parties with respect to the subject matter of this Release, and that the terms of this Release are contractual and not a mere recital. Any prior oral or written

agreements relating to settlement of the Action are superseded by this Release and incorporated herein. This Release may not be modified except by a written document signed by the Parties.

This Release is governed by and construed in accordance with the laws of the State of California. In the event any action is commenced to enforce or interpret the terms or conditions of this Release, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Each Party represents and warrants that there has been no assignment or other transfer of any interest in any claim which such Party may have against the other Party, and the Parties shall defend, indemnify and hold each other harmless from any liability, demands, claims, damages, costs, expenses and attorneys' fees incurred by the Parties as a result of any person asserting such assignment or transfer.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT. THIS  
RELEASE IS EFFECTIVE AS OF THE 5<sup>TH</sup> DAY OF JULY, 2010.

CITY OF REDLANDS:



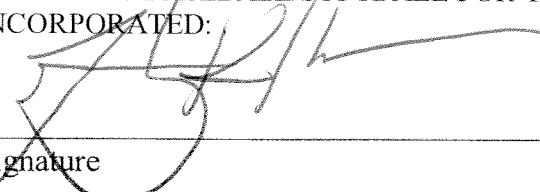
Pat Gilbreath, Mayor

Attest:



Sam Irwin, City Clerk

REDLANDS BASEBALL/SOFTBALL FOR YOUTH,  
INCORPORATED:

  
Signature

Name

KERRY KENISON V.P.

Title

V. PRESIDENT