

CC Agenda
1/15/2013

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That Jeff Thalmayer, hereinafter sometimes referred to as the "Undersigned," being of lawful age, for the sole consideration of Twenty-three Thousand Four Hundred Sixty and forty-nine one-hundredths Dollars (\$23,460.49) paid by the City of Redlands to the Undersigned, the receipt of which is hereby acknowledged, does hereby and for the Undersigned's heirs, executors, administrators, successors and assigns release, acquit and forever discharge the City of Redlands and its elected officials, officers, employees, agents and successors (the "Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Undersigned now has or which may hereafter accrue on account of, or in anyway growing out of, any and all known and unknown, foreseen and unforeseen bodily injuries and personal and real property damage, and the consequences thereof, resulting from the accident, casualty or event which occurred on or about the 26th day of September, 2012 at or near 550 South LaSalle Street, Redlands, California, and which is the subject matter of the governmental claim filed with the City by the Undersigned on 9th day of October, 2012.

The above sum stated, Twenty-three Thousand Four Hundred Sixty and forty-nine one-hundredths Dollars (\$23,460.49) as consideration for this Release, is to be paid to Jeff Thalmayer. It is understood and agreed that this Release constitutes the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that the Releasees deny liability therefor and intend merely to avoid litigation.

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. Said section 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 Undersigned hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release, it is understood and agreed, that the Undersigned relies wholly upon the Undersigned's 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 party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The Undersigned further acknowledges and agrees that persons or entities other than Releasees may be responsible and/or liable for the Undersigned's injuries, and the Undersigned agrees to fully cooperate with Releasees in connection with any activities undertaken by Releasees to obtain indemnity or contribution from such other persons or entities.

The Undersigned further declares and represents 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 Undersigned and the City of Redlands, and that the terms of this Release are contractual and not a mere recital. Any prior oral or written agreements related to the subject matter hereof are superseded by this Release and incorporated herein. This Release may not be modified except by written document signed by the Undersigned and the City of Redlands.

This Release is governed by and construed in accordance with the laws of the State of California. FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

"IT IS UNLAWFUL TO:

- (A) PRESENT OR CAUSE TO BE PRESENTED ANY FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UNDER A CONTRACT OF INSURANCE.
- (B) PREPARE, MAKE, OR SUBSCRIBE ANY WRITING, WITH INTENT TO PRESENT OR USE THE SAME, OR TO ALLOW IT TO BE PRESENTED OR USED IN SUPPORT OF ANY SUCH CLAIM. EVERY PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS PUNISHABLE BY IMPRISONMENT IN THE STATE PRISON NOT EXCEEDING THREE YEARS, OR BY FINE NOT EXCEEDING ONE THOUSAND DOLLARS, OR BY BOTH."

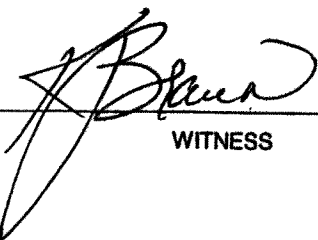
In the event any action is commenced to enforce or interpret the terms or conditions of this Release, the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by the Party.

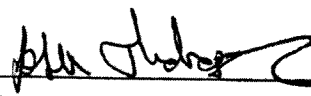
The Undersigned represents and warrants that there has been no assignment or other transfer of any interest in any claim which the Undersigned may have against the Releasees and the Undersigned shall defend, indemnify and hold the Releasees harmless from any liability, demands, claims, damages, costs,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

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 9th day of January, 2013.

CAUTION: READ BEFORE SIGNING BELOW


WITNESS

 L.S.
Jeff Thalmayer