RELEASE

This Release, dated January 10 2020, is given

BY the Releasor (s), Karen Quigley

referred hereafter to as "I",

TO Releasees, Borough of Lavallette; Borough of Lavallette Police Department; Officer Arthur Reece; Saulwill, Inc. Hammers Two, LLC d/b/a The Crab's Claw Inn; Municipal Excess Liability Joint Insurance Fund; Ocean County Municipal Joint Insurance Fund; Starr Indemnity & Liability Insurance Company; North American Risk Services

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **Release**. I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I agree to pay from the settlement proceeds an amount sufficient to discharge any and all liens and monetary obligations including, but not limited to medical, wage, worker's compensation, health insurance, Medicare, welfare, child support or other benefits paid by anyone on my behalf, together with such additional sums as may accrue thereon. In recognition of my obligation to satisfy all such liens out of the monies being paid pursuant to this Release, I further agree to indemnify and defend you, your attorneys and your liability insurance carriers from and against any and all claims made or actions filed against you, your attorneys, or your liability insurance carriers for payment of any such liens. I further acknowledge that I have specifically discussed this provision of this Release with my attorneys. I specifically release the following claims:

Any and all claims, constitutional and otherwise including those claims that carrier with them fee shifting, arising out of the 5/1/2016 accident that occurred on Route 35 Northbound within the Borough of Lavallatte between Karen Quigley and Officer Arthur Reece while Officer Reece was within the scope of his employment with the Lavallette Police Department. Plaintiff release any and all alleged claims for economic and noneconomic damages associated with the aforementioned accident, including claims for counsel fees.

2. **Payment**. I have been paid a total of two-hundred thousand dollars ($200,000) in full payment for making this Release; one-hundred and twenty-five thousand dollars ($125,000.00) of the total settlement amount will be paid on behalf of Officer Arthur Reece and the Borough of Lavallette; seventy-five thousand dollars ($75,000.00) of the total settlement amount will be paid on behalf of the Saulwill, Inc. Hammers Two, LLC d/b/a The Crab's Claw Inn. I agree that I will not seek anything further including any other payment from you.

3. **Promise to satisfy all liens out of the Payment**. All claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasors and/or their Attorneys, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. We therefore agree, upon prompt presentation of any such claims and/or liens, to defend You against any such claims and/or liens, and to indemnify and hold You harmless against any judgment entered against You based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasors and their Attorneys agree to pay all costs, interest and attorneys fees relative to any such lien.

4. **Who is Bound**. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

5. **Signatures**. I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witness or Attested by:

Karen Quigley

Karen Quigley

STATE OF NEW ~~JERSEY~~ YORK, COUNTY OF WESTCHESTER :

SS.:

I CERTIFY that on Jan 10, ~~2019~~ 2020, _____

Karen Quigley personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his or her act and deed.

Prepared by: **(Print signer's name below signature)**

(Print name and title below signature)

Sworn to and subscribed before me
this 10th day of Jan
2020

DINETAH FAITH SIMS
Notary Public, State of New York
No. 02SI6346238
Qualified in Westchester County
Commission Expires August 8, 2020