

RELEASE

This Release dated, January 3, 2005

BY the Releasor(s) **KAREN DENELSBECK**, referred to as "I",

TO: Releasee(s) **THE TOWNSHIP OF PENNSAUKEN, PENNSAUKEN TOWNSHIP POLICE DEPARTMENT**, referred to as "You".

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

1. 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 specifically release the following claims: any and all claims for personal injury and/or property damage resulting from violations of my Federal and/or State constitutional rights and/or commission of common law torts, including all rights to discovery, and as may be more particularly set forth in the Superior Court Matter of Karen Denelsbeck vs. Michael Probasco, Pennsauken Township Police Department, Pennsauken Township, John Does 1-10 (fictitious persons or corporations, jointly, severally or in the alternative), Docket No. CAM-L-00715-04.
2. I further waive any right which I may have under Federal and/or State statutes to petition the Court for payment of counsel fees incurred concerning these claims.
3. I further acknowledge that the settlement of these claims which are also the subject of a lawsuit instituted in the Superior Court Matter of Karen Denelsbeck vs. Michael Probasco, Pennsauken Township Police Department, Pennsauken Township, John Does 1-10 (fictitious persons or corporations, jointly, severally or in the alternative), Docket No. CAM-L-00715-04. does not constitute nor should it be construed or considered as an admission of liability, guilt or non-compliance with any Federal, State or local law or any other wrongdoing whatsoever on the part of any party to this lawsuit.
4. I acknowledge that all claims for wages and medical expenses paid or unpaid and/or liens asserted from whatever source paid or unpaid and any reimbursement due any federal or state agency including but not limited to welfare or any public assistance program or any monies owed under a child support judgment will be satisfied from the proceeds of this settlement. I further agree that I will indemnify and hold you and your attorneys harmless for any tax liability, assessment of penalties, and/or interest which I may owe whether federal or state.
5. I agree to hold you and your attorneys harmless for any claims with respect to distribution of proceeds as referenced on Paragraph 4.
6. I agree to make no efforts to publicize or publish the terms of this settlement. This means that I will not initiate oral or written communications about the terms of this settlement with anyone, including but not limited to members of the media. This restriction however does not prevent me from discussing the terms of the settlement with immediate family members nor from seeking advice from or consulting with any person plaintiff chooses to help determine whether to execute this agreement nor from consulting with any attorney or tax professional.
7. I further understand that disclosure of any of the terms of this settlement in violation of Paragraph 6 hereof after signing same shall also void the settlement and I will be obligated to return all monies or goods paid pursuant to the settlement.

8. I further agree that no further payments from the named defendants in the action pending in the Superior Court Matter of Karen Denelsbeck vs. Michael Probasco, Pennsauken Township Police Department, Pennsauken Township, John Does 1-10 (fictitious persons or corporations, jointly, severally or in the alternative), Docket No. CAM-L-00715-04, will be sought.
9. I understand that by signing this Release I waive and relinquish any claim, right or entitlement to any other legal or equitable relief with respect to any claim which is the subject matter of Superior Court Matter of Karen Denelsbeck vs. Michael Probasco, Pennsauken Township Police Department, Pennsauken Township, John Does 1-10 (fictitious persons or corporations, jointly, severally or in the alternative), Docket No. CAM-L-00715-04.
10. Payment. In consideration for making this Release, you have agreed to pay a total settlement of \$36,750.00., inclusive of costs, interest and attorney fees.
11. I acknowledge that I am bound by this Release. Anyone who succeeds to my rights and responsibilities such as heirs or the executor of their estate is also bound. This Release is made for my benefit and all who succeed them rights and responsibilities such as heirs or executors of my estate.
12. Signature. I understand and agree by 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.

Karen Denelsbeck

SS#: _____

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS.:
I CERTIFY that on _____, 2003,

-----, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) executed this instrument as her own act.

NOTARY PUBLIC