

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That I, **JERMAINE MYLES, First Party (Releasor)**, for and in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) or other valuable considerations, received from or on behalf of **CITY OF RIVIERA BEACH, its agents, employees, and/or representatives, Second Party (Releasee)**, the receipt whereof is hereby acknowledged,

(Wherever used herein the terms "**First Party**" and "**Second Party**" shall include singular and plural heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

**HEREBY** remise, release, acquit, satisfy, and forever discharge the said **Second Party**, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said **First Party** ever had, now has, or which any personal representative, successor, heir or assign of said **First Party**, hereafter can, shall or may have, against said **Second Party**, for, upon or by reason of any matter, cause or thing whatsoever, due to injuries arising from a motor vehicle accident on October 13, 2017 and the subject of litigation in Case No. 50 2019 CA 001312 XXXX MB, in and for Palm Beach County, Florida. No other parties are hereby released.

As a further consideration for the making of said settlement, it is expressly warranted and agreed that I understand fully that this is a final settlement in disposition of the disputes both as to legal liability of said accident, casualty or event and as to the nature and extent of the injury, illness, disease, and/or damage which I have sustained and I understand that liability is denied by **Second Party**, and it is covenanted and agreed between the **First Party** and **Second Party**

herein that this release and settlement is not to be construed as an admission of liability on the part of said **Second Party**.

Should **First Party** pursue any additional claim or action which results in a claim or action being asserted against **Second Party**, as defined herein, **First Party** covenants to indemnify, protect, and hold harmless **Second Party** from all judgments, costs and expenses whatsoever arising on account of any action, claim or demand which anyone (individual, firm or corporation) may hereafter bring or assert on account of any injury, loss or damage resulting from the motor vehicle accident on October 13, 2017, which is the subject of litigation in Case No. 50 2019 CA 001312 XXXX MB.

I, **JERMAINE MYLES, First Party**, represent that if there are liens or reimbursement rights by any hospital, ambulance service, or other medical provider, Medicare, Medicaid, any insurance company, or attorney enforceable against the proceeds herein, then in consideration of the payment made to the **First Party**, the **First Party** covenants to pay and satisfy such asserted liens or reimbursement rights or to satisfy the same on a compromise basis, and to indemnify and hold harmless said **Second Party** from any costs, expenses, attorney fees, claims, actions, judgments, or settlement resulting from the assertion of enforcement of such lien or reimbursement right of any entity having such lien or reimbursement right.

Notwithstanding anything herein to the contrary, this is not a release of any past or future Personal Injury Protection (PIP) benefits; past or future Medical Payments coverage; past or future **First Party** health and Workers' Compensation benefits through any employer, company, contractor, licensee, representative, agent or assignee, or any source including, but not limited to, any major medical insurance, health insurance, travel and accident insurance, self-insured benefit plans, long term disability insurance, short term disability insurance, Family Medical Leave Act

coverage, and/or any other provider of coverage for health or wage or income supplement benefits. The **First Party** reserves the right to pursue and recover all future medical expenses from any person, firm or organization who may be responsible for payment of such expenses, but such reservation does not include the **Second Party**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25<sup>th</sup> day of MARCH, 2021.

Signed, sealed and delivered  
in presence of:

[Signature]  
Witness Laroya Smith  
[Signature]  
Witness Oscar Alvarado

[Signature]  
JERMAINE MYLES

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **JERMAINE MYLES**, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of MARCH, 2021.



Affiant personally known \_\_\_\_\_  
Affiant produced identification   
Type of Identification FLORIDA DRIVER LICENSE

[Signature]  
Notary Public  
My commission expires: 12/1/24