

## GENERAL RELEASE OF ALL CLAIMS

### FULL & FINAL SETTLEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I/We undersigned claimant identified as **Gerald Eshbaugh** (hereinafter referred to jointly as “the RELEASOR”), FOR AND IN CONSIDERATION of the sum of **Eight Thousand Four Hundred and Fifty Four Dollars and 17/100 (\$8454.17)**, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged hereby remises, releases and forever discharges, and by these presents does for itself, its heirs, personal representatives, executors, administrators, successors, and assigns, remises, releases and forever discharges **The City of Fort Collins, a Colorado municipal corporation, (the City) and its officers, agents, employees, successors, and CorVel Corporation**, and assigns (hereinafter referred to collectively as “the RELEASEE”), in and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, nuisances, judgements, executions, claims, slanders, libels, torts and demands whatsoever, in law or in equity, against the RELEASEE, which the RELEASOR ever had or now has, known or unknown, or which its heirs, personal representatives, executors, administrators, successors or assigns hereafter can, shall or may have for all matters arising from or related to the **City vehicle knocking down sign onto a stationary Tesla Vin: 7SAYGDEEXP852476** event which arose or could still arise from an incident, occurrence, or accident occurring on or about **November 6, 2023** at or near **2513 S. Shields St., Fort Collins, Colorado** for which the RELEASOR has claimed the RELEASEE to be legally liable (hereinafter referred to jointly as “the INCIDENT”).

The undersigned also warrants that no other person, firm or corporation has received any assignment, subrogation, or any other right to make a claim based on the named incident; but if the parties released are subjected to any claim, the undersigned will hold the released parties harmless against any such claims or demands.

IT IS EXPRESSLY AGREED that acceptance of the stated sum is in full accord and satisfaction of a disputed claim and represents no admission of liability, which liability is expressly denied.

The RELEASOR hereby acknowledges that the RELEASEE has and does deny any liability to the RELEASOR arising from the INCIDENT and that the consideration paid under this Release is given to settle and compromise a disputed claim by and between the RELEASOR and the RELEASEE and shall not be considered as an admission of liability by the RELEASEE.

The RELEASOR acknowledges that the RELEASEE has and does deny any liability to the RELEASOR arising from our related to the INCIDENT. It is the intent to release the RELEASEE from any claims which might arise for the INCIDENT, of which the RELEASOR may hereafter learn or become aware.

The RELEASOR hereby declares that the terms of this Release have been completely read, are fully understood and are voluntarily accepted by it for the purposes of making a full and final release of any and all known and unknown claims, disputed or otherwise, on account of the matters described above, and for the express purpose of forever precluding any further additional claims against the RELEASEE arising out of the matters described above.

OPEN RECORDS REQUIREMENTS. This Release is not confidential. Sammy Lucero understands and agrees that the City of Fort Collins and State of Colorado and its agencies and departments are bound by applicable public disclosure

laws, including, without limitation, the provisions of § 24-72-101, *et seq.* C.R.S. (2016) (Colorado Open Records Act), as presently or subsequently amended, and that the City and State entities may be required to disclose this Release in its entirety if requested to do so under such statutes. Sammy Lucero will not hold the City of Fort Collins, or its administrators, officers, agents, or employees, liable for release of public records under such statutes.

I HAVE CAREFULLY READ and understand this release and agreements made herein, and have entered into such agreement voluntarily.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

[RELEASOR]Signed \_\_\_\_\_ Print Name \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )  
 ) ss:  
STATE OF \_\_\_\_\_ )

Executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Pursuant to Colorado Law, it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines or denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.