

GENERAL RELEASE OF PROPERTY DAMAGE CLAIM

Laura Harkcom – Chevrolet Volt: VIN No 1G1RC6S56HU173495

In consideration of the payment of the total sum of *Four Hundred Fifty Dollars and fifty five cents (\$450.55)* as directed by the undersigned claimant (herein referred to as the “undersigned”) and the receipt of which is hereby acknowledged, the undersigned understands and agrees as follows:

1. Disputed Claim: This settlement is a compromise of a doubtful and disputed claim and that the payment is not to be construed as an admission of liability on the part of any person released hereby and said liability is expressly denied.
2. Released Persons/Parties: The following parties, entities and persons are being released by this agreement (herein referred to as the “Released Parties”): Northwest Excavating, Inc., and all of their past and present employers, principals, masters, employees, agents, officers, independent contractors, attorneys, directors, subsidiaries and parent companies, and each of them.
3. Claims Released: By this agreement, the undersigned releases and forever discharges the Released Parties from any and all: property damage claims (including without limitation loss of use, rental reimbursement and the claimed loss of personal property): causes of action, rights, damages, judgments, executions, attachments, debts, and demands related thereto, arising by reason of automobile damage which occurred on or about *09/19/2018, near the intersection of Western Ave. and Sunset Blvd. in the City of Los Angeles, State of California.*
4. Other Claims Being Presented: By this agreement, the undersigned further releases and forever discharges the Released Parties from any and all claims, causes of action, rights, damages, judgments, executions, attachments, debts, and demands of every kind or nature, arising by reason of any claimed acts, omissions, events, or occurrences by any of the Released Parties that occurred in connection with the evaluation, adjustment, investigation or handling of any claim presented by the undersigned.
5. Indemnity: The undersigned represents and warrants that the undersigned is/are the sole owner(s) of the claims, demands and causes of action stated herein; and do hereby agree to indemnify and save harmless the Released Parties from any and all claims, demands, liens or suits (including the expense of defense and attorney fees thereof) which may hereafter be asserted by any other person or persons claiming any interest in or to the said claim, demand or cause of action set forth herein.
6. This agreement is being signed freely and without any influence by any of the Released Parties. The undersigned has the opportunity to be represented by an attorney in making this compromise and release has been fully advised by said attorney, if any. I represent and warrant that no representations of fact or law have been made by any of the Released Parties and this settlement is based upon the undersigned having fully investigated the factual and legal issues involved in this case.

7. Waiver of Civil Code 1542: In this regard, the undersigned hereby agrees to and intends to release the claims described herein, past, present or future, against any of the Released Parties whether or not the undersigned knows or suspects the same to exist in his/her favor, and in this connection, the undersigned expressly waives the provisions of California Civil Code 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

*THE UNDERSIGNED ACKNOWLEDGES AND UNDERSTANDS THAT IT IS UNLAWFUL TO PRESENT
A FRAUDULENT CLAIM.*

Signature of Claimant

Date

Laura Harkcom
Printed Name