

**RELEASE OF CLAIM  
AND INDEMNIFICATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That ANN HURLOCK hereinafter referred to as “first party” for and in consideration of the sum of **NINETY-FIVE THOUSAND DOLLARS AND NO CENTS (\$95,000.00)** or other valuable consideration, received from or on behalf of the **CITY OF KEY WEST and RELATION INSURANCE SERVICES**, hereinafter referred to as “second parties”, the receipt whereof is hereby acknowledged.

I HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second parties, including the City of Key West Bus driver at the time of the incident, Rey Rodriguez, their agents, servants, employees, and insurers, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first parties ever had, now have, or which any personal representative, successor, heir or assign of said first parties, hereafter can, shall or may have, against said second parties, for, upon or by reason of any matter, cause or thing whatsoever, arising from that accident which Plaintiff alleges occurred on or about January 20, 2023, at the intersection of Simonton Street and Fleming Street, Key West, Monroe County, Florida, and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described as Ann Hurlock v. City of Key West, Case No. 2024-CA-820-K. No other claims, persons, or entities are intended to be released.

To the best of my knowledge, information, and belief, all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for the payment of same by any third party, including any Medicare and Medicaid liens or rights for reimbursement, which arose out of the incident sued upon in the aforementioned litigation have been resolved or will be settled with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second parties for any claims, demands, subrogation rights or liens that may be asserted against the second parties for the above mentioned expenses or losses of the first parties. The second parties shall provide written notice to first party's counsel before asserting any indemnity claim.

The undersigned reserves her right to pursue and recover future medical expenses, health care and related expenses from any person, firm, or organization who may be responsible for payment of such expenses, including any first party health or first party automobile coverage, if so entitled. However, said reservation does not include the second parties released who are given a full and final release of all claims arising from the incident described above, which shall include the City of Key West Bus driver at the time of the incident, Rey Rodriguez Nothing in this release shall impair Plaintiff's rights to PIP, UM/UIM, or claims against non-released parties.

It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and the payment is not to be construed as an admission of liability on the part of the second parties, by whom liability is expressly denied. Plaintiff likewise denies any liability.

I have carefully read the Release of Claim and understand its terms, operation, and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
ANN HURLOCK, Plaintiff

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, who is personally know to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

NOTARY SEAL:

Printed Name: \_\_\_\_\_