

**RELEASE OF CLAIM
AND INDEMNIFICATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That **SUSAN MATASCI, and KORY KELLOGG, individually and as Parents and Natural Guardians of W.K., a minor**, hereinafter referred to as “first parties” for and in consideration of the sum of **SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$75,000.00 allocated as follows: \$70,000 to Susan Matasci, and \$5,000.00 to Kory Kellogg)** 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.

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second parties, 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 Plaintiffs allege occurred on or about March 17, 2022, on North Roosevelt Boulevard, 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 Susan Matasci Kory Kellogg and Susan Matasci and Kory Kellogg, as Parents and Natural Guardians of W.K., a minor v. City of Key West, Case No. 2023-CA-722-K.

We represent that 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 paid in full or will be settled with the proceeds of this settlement. WE 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 undersigned reserve their 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 and Sgt. Nicholas Revoredo, the City of Key West employee, involved in the accident.

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.

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

IN WITNESS WHEREOF, we have hereunto set our hand and seal this ____ day of April, 2025.

Signed, sealed and delivered in the presence of:

SUSAN MATASCI, individually and as
Parent of W.K. a Minor

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2025, by _____, who is personally know to me or who has produced _____ as identification.

Notary Public, State of _____

NOTARY SEAL:

Printed Name: _____

KORY KELLOGG, individually and as
Parent of W.K. a Minor

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2025, by _____, who is personally know to me or who has produced _____ as identification.

Notary Public, State of _____

NOTARY SEAL:

Printed Name: _____