

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That I, VALERIE I. DUGAN, hereinafter referred to as "first party", for and in consideration of the sum of SEVENTY THOUSAND DOLLARS, (\$70,000) or other valuable considerations, received from or on behalf of the CITY OF KEY WEST, together with its officials, employees and agents, both past and present, hereinafter referred to as "second party", the receipt is hereby acknowledged.

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the officials, agents and employees, successors and assigns of corporations, partnerships or trusts, both past and present wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, of and from all and all manner of action and actions, cause or causes of action, suits, debts, dues, 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, from the beginning of the world to the day of these presents including but not limited to any and all claims for damages, medical expenses, costs and attorney fees arising from an accident which occurred on or about June 4, 2020, at or near the intersection of Grinnell Street and Eaton Street in Key West, Florida, together with any and all claims which were or could have been brought in the lawsuit styled *Valerie I. Dugan, Plaintiff v. City of Key West, Defendant, Case No. 21-CA-000534-K in the 16<sup>th</sup> Judicial Circuit in and for*

*Monroe County, Florida.* I represent that all medical bills and hospital bills, including any liens or claims for reimbursement by any third party which arose out of the incident and litigation described above have been paid or will be satisfied with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second party for any claims, demands, or liens that may be asserted against the second party for the above mentioned expenses or losses of the first party.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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VALERIE I. DUGAN

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

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 VALERIE I. DUGAN, to me known to be the person described in the foregoing instrument or who has produced \_\_\_\_\_ as identification and who did take an oath and he/she acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC STATE OF GEORGIA  
My Commission Expires:

This Instrument Prepared by:  
MICHAEL T. BURKE, ESQUIRE  
Johnson, Anselmo, Murdoch,  
Burke, Piper & Hochman, P.A.  
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