

RELEASE AND SETTLEMENT OF CLAIM

KNOW ALL MEN BY THESE PRESENTS: That I, **GERALDINE FALCON-BERGMAN**, ("Releasor") for and in consideration of the sum of **NINETY THOUSAND DOLLARS AND NO/CENTS (\$90,000.00)**, the receipt of which is hereby acknowledged, do hereby and by these presents for myself, my heirs, my personal representatives, successors and assigns fully acquit, release and forever discharge **CITY OF KEY WEST, RELATION INSURANCE SERVICES, and their agents, and/or assigns** ("Releasee") from any and all claims, demands, damages, both compensatory and punitive, costs, attorney's fees, actions and causes of action, suits, debts, dues, Medicare Liens, MSA's, loss of service, loss of consortium whether arising at law or in equity which I may have had, may now have, or may hereafter have because of or arising out of a trip and fall incident that occurred on or about **November 12, 2014, at or around Lazy Way Shops in Key West Florida.**

It is specifically understood that the acceptance of the aforesaid consideration and the execution and delivery of this Release is not to be considered as an admission of liability on the part of **Releasee**, but is accepted in full settlement and compromise of all claims, disputed or otherwise between **Releasor** and **Releasee**.

And in consideration for the same, I represent and warrant that any lien, assigned benefit or subrogated interest on the proceeds of this settlement, in connection with the above-referenced accident, have been or will be resolved by me, without any further liability or obligation by the person/entity released herein, and that I, **Releasor**, agree to indemnify and hold harmless **Releasee** from any such validly asserted lien, claims of lien or right of reimbursement or subrogation, if later asserted as a result of my failure to fully resolve any valid lien, subrogation claim or assignment of benefit.

MEDICARE STATUS: You represent that your status as a Medicare beneficiary is as follows (check one):

- ☒ Medicare beneficiary
- ☐ Not a Medicare beneficiary
- ☐ Not a Medicare beneficiary, but was one previously

MEDICARE COMPLIANT: Under the Medicare Secondary Payer Statute (MSP), and the regulations, rules, and policy statements of Medicare pertaining to MSP, Medicare does not have primary payment responsibility in regard to Medicare beneficiaries whose injuries are covered by a primary plan of insurance including liability insurance (including self-insurance), no-fault insurance, and workers' compensation. As to injuries, accidents, illnesses, or incidents for which these forms of insurance have primary payment responsibility, repayment to Medicare is required for any conditional payments Medicare has made for medical items and services. The MSP and the regulations, rules, and

policy statements of Medicare are also designed to assist Medicare in the processing of claims for medical items and services furnished to Medicare beneficiaries in order to preserve Medicare's status as a secondary payer.

The parties are therefore desirous of complying with the MSP, and the applicable regulations regarding reimbursement for conditional payments, and do not intend to shift the responsibility to the Federal government for payment of any future medical and/or prescription drug treatment concerning the injury, accident, illness or incident which gave rise to this settlement.

MEDICARE REIMBURSEMENT: You therefore acknowledge, warrant, and agree that by your execution of this agreement, you will reimburse Medicare out of the proceeds of this settlement for any and all conditional payments which Medicare has made up to and including the date of this agreement. You further acknowledge, warrant and agree that you will reimburse Medicare for any conditional payments it makes after the date of this agreement. However, it is expressly understood that Your obligation to reimburse Medicare is subject to your right to obtain from Medicare a compromise, reduction, or waiver of any claim for reimbursement and is also subject your right to otherwise contest any claim under applicable law or regulation.

The undersigned reserves the right to pursue and recover any uncompensated expenses from any person, firm or entity who may be responsible for payment of such expenses. This reservation does not apply to any of the party released herein.

To procure payment of the consideration referred to herein, I, **GERALDINE FALCONBERGMAN, Releasor**, do hereby declare that I am over the age of majority; that no representations about the nature and extent of my damages, attorney or agent of any party released, nor any representations regarding the nature and extent of legal liability of any of the parties released, have induced me to make this Release; that in determining the amount of said consideration, I have taken into consideration not only the ascertained injuries and/or damages, but also the possibility that the recovery therefrom may be uncertain and indefinite, and I acknowledge that the consequences not now anticipated may result from the said incident.

Insofar as **Releasee** is concerned, the undersigned agrees, as a further consideration and inducement of this Release, that this Release shall apply to all unknown damages sustained by me, directly or indirectly, resulting from the incident, as well as those now disclosed.

I hereby agree to cooperate fully, to execute any supplemental documents legally required of me, and to take all additional action that may be necessary or legally required to give full force and effect to the terms and intent of this Settlement Agreement and Release, which are not inconsistent with its terms.

I further represent that I have read and understand this Release.

Signed and sealed this 13th day of July, 2020.

Affiant:

Geraldine Falcon-Bergman
GERALDINE FALCON-BERGMAN, Releasee

Witnesses:

Ed Bergman
De Steffen

STATE OF ARIZONA

COUNTY OF Pinal

BEFORE ME, the undersigned authority, personally appeared Geraldine Falcon-Bergman, who having produced identification Arizona Drivers Lic and/or being personally known to me, and having been duly sworn deposes and states that the above is true and correct.

SWORN TO AND SUBSCRIBED before me this 13 day of July, 2020.

Notary Public - State of Arizona



Elizabeth Seavello

Elizabeth Seavello

Printed Name of Notary:

My Commission Expires: