

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by John Doe, as parent of James Doe, a minor and by Charlotte County, a political subdivision of the State of Florida, and hereinafter referred to as ("Charlotte County") collectively, the ("Parties"). The Parties agree and stipulate to the following:

1. A dispute has arisen between the Parties which resulted in a civil lawsuit being filed under the 20th Judicial Circuit case captioned: **John Doe, as parent of James Doe, a minor v. Charlotte County | Case No. 15-100CA** (hereinafter referred to as the "Lawsuit") regarding Charlotte County's legal duty and requirements (whether such requirements are governed and/or controlled by Florida Statutory Law, Charlotte County's Codes and Ordinances, or Florida Case Law precedent) for personal injuries alleged to have occurred on June 3, 2011.

2. The Parties have reached an agreement as to the Lawsuit and desire to fully and finally resolve any and all claims and/or lawsuits against each other and their respective agents, employees, officers, independent contractors, servants, and representatives concerning, relating to, or in any way arising out of the Lawsuit, and all other matters regarding the Charlotte County's obligations, whether actually communicated by Charlotte County and/or its respective agents, employees, officers, independent contractors, servants, and representatives, or which is incorporated by mere implication within Charlotte County Codes and Ordinances, Resolutions, Florida Statutory Law and Florida Case precedent, and any other matters described and/or defined herein.

Based on the above and in consideration of mutual covenants and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

A. The foregoing recitals are true and correct and are incorporated herein.

B. Upon the full execution of this Agreement, John Doe, as parent of James Doe, a minor for the sum of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** and other good and valuable consideration which is hereby acknowledged and received, do agree to a full and final settlement of all claims, as may be alleged, which arose from an incident which transpired on June 3, 2011 at the Charlotte County South County Regional Park in Charlotte County, Florida.

C. Other than as may be set forth in this Agreement, each party shall bear their own attorneys' fees and costs, if any, incurred in connection with the Dispute and this Agreement. As a further consideration and inducement for this compromise settlement, the undersigned specifically affirmatively represents to Charlotte County that, at the time of the execution of this instrument, there exists no outstanding, unpaid or unsatisfied hospital liens, liens of any health care provider or any other liens or subrogated interests of any nature whatsoever arising from or related to the claims hereinabove described. To the extent there exist any liens or subrogated interests,

claims for unpaid medical, hospital, prescription, or other expenses, the undersigned represents and warrants that same will be satisfied out of the proceeds of this settlement and that they will indemnify and hold harmless Charlotte County for any such claims or liens.

D. The Parties understand and agree that no party admits liability of any sort by reason of the above incidents, acts, casualties, events, representations, omissions, conduct, or interpretation. The Parties also understand and agree that this Agreement constitutes the good faith compromise of a Dispute and is made in good faith to terminate any further controversy respecting all claims for damages, causes of action, or potential liability which could have been ascertained by reasonable diligence which either Party to this Agreement may have asserted now, or may assert in the future because of any damages, incidents, acts, casualties, or events, described or alluded to in this Agreement.

E. The Parties hereby release, acquit, and forever discharge each other and their past, present, and future shareholders, directors, officers, employees, principals, agents, servants, independent contractors, representatives, parent corporations, subsidiaries, affiliates, predecessors, successors, assigns, attorneys, and insurers from any and all actions, causes of action, claims, counterclaims, demands, damages, fines, penalties, assessments, costs, loss of services, expenses, interest, attorneys' fees and compensation whatsoever, in any way relating to, or arising out of the Dispute, and all other matters defined and/or described herein, whether known or unknown, accrued or unaccrued, asserted or unasserted.

F. The Parties agree to not instigate, raise, or pursue any complaint or action concerning any other party or their past, present, and future shareholders, directors, officers, employees, principals, agents, servants, independent contractors, representatives, parent corporations, subsidiary corporations, predecessors, successors, assigns, attorneys, and insurers, within any Florida State Jurisdiction or governmental agency which may maintain jurisdiction of these disputed issues. Further, the Parties agree to drop, stop, and/or end any such actions or complaints and to take all necessary actions to seek dismissal, with prejudice, of same.

G. The Parties warrant and represent that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

H. The Parties declare and represent that they were not induced to enter into this Agreement by any representations respecting the nature and extent of any damages, legal liability, or financial responsibility made by any Party or their representatives.

I. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the

same instrument. A copy of this Agreement transmitted by telefacsimile shall be deemed an original.

J. The Parties acknowledge that this Agreement constitutes the entire agreement. They further acknowledge that they have read it and understand it; that the terms and conditions of this Agreement were arrived at in arm's-length negotiations between the Parties with all Parties provided the opportunity to seek the advice of legal counsel; that each Party's legal counsel did or could have reviewed this Agreement; and that each Party has given due and full consideration to the legal position of the other in regard to the provisions contained herein.

K. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

L. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Florida. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if crafted jointly by each of the Parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of the Agreement. The Parties jointly conclude that should this Agreement be challenged by any of the Parties, that venue for bring such challenges shall take place in Charlotte County, Florida.

M. In the event any provision, term or condition of this Agreement, on behalf of either party, thereto shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provisions, terms or conditions shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

N. It is hereby acknowledged by the Parties that nothing contained in this Agreement was intended to serve as a waiver of sovereign immunity, as set forth and codified in Section 768.28 of the Florida Statutes, by Charlotte County to which sovereign immunity is applicable in the recovery of damages in tort for money damages against the state or its agencies or subdivision or injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment.

O. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by

an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement, or other obligations, whether known or unknown to the Parties.

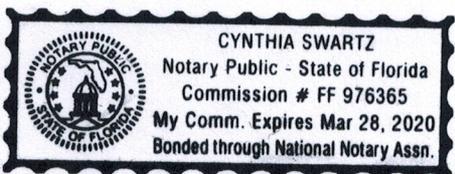
12/29/2016
Date

FOR THE PLAINTIFF:
Scott Covert
By: Scott Covert
Scott Covert a/k/a John Doe, as parent of James Doe, a minor, Plaintiff

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of DECEMBER, 2016, by **Scott Covert a/k/a John Doe, as parent of James Doe, a minor**, who is personally known to me or who has produced FLDL as identification and who did did not take an oath, acknowledging that the above and foregoing is true and correct and that it was executed freely and voluntarily for the purposes expressed therein.

My Commission Expires: 3/28/2020

Cynthia Swartz
Notary Public



CYNTHIA SWARTZ
Print/Type Name of Notary

Commission No. FF 976365

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR12-1952 PJF (PF)