



KNOW ALL BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 Dollars (\$ 8,800.00) to be paid to: "Bodie Enger Law Trust Account" as attorney for AMERICAN FAMILY MUTUAL INSURANCE CO a/s/o Matthew Arce (hereafter "Releasor"), does hereby and for its heirs, personal representatives, executors, administrators, successors and assigns release, acquit and forever discharge THE CITY OF COLORADO SPRINGS and/or DAVID ABSHER and any of its/their current or former entities, officials, employees, agents, servants, successors, heirs, executors, administrators and all other persons or entities who may be associated with THE CITY OF COLORADO SPRINGS from any and all claims, actions, causes of action, demands, rights, damages, suits, costs, loss of service, expenses and compensation of any kind or nature whatsoever for property damage, pursuant to any federal or state statute, constitution, common law, contract or otherwise, known and unknown, foreseen and unforeseen, which the Releasor now has or which may hereafter accrue, or result in any way on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages and the consequences thereof resulting from the auto collision on or about the 24th day of November, 2020, at or near parking lot 2 located near 3130 N. 30th St., Colorado Springs, CO 80919 as well as any and all matters relating thereto, and any and all consequences thereof. The undersigned declares and represents that no other person, firm, or corporation has received any assignment, subrogation, lien or other right of substitution to the claim or claims made or which could have been asserted by Releasor, or that such assignment, subrogation, lien or right of substitution exists, the same has been waived or resolved. It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released parties deny liability and intend merely to avoid the cost of litigation. The undersigned further declare(s) and represents(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not mere recitals. Undersigned has carefully read the above Release and knows and understands the contents thereof and has signed the same as his/her/their free and voluntary act. Undersigned further represents that he/she has the ability and authority to bind Releasor to the terms of this Release, and by and through his/her signature so binds Releasor.

I declare under penalty of perjury under the law of Colorado that the foregoing is true, correct, and agreed to.

Executed this 1 day of 1, 2022, at dane / Madison
WI _____.

(County/City)

By: Jane Hewitt

Name:

Title American Family Insurance Subrogation adjuster