

GENERAL RELEASE AND INDEMNIFICATION

This Settlement Agreement is voluntarily executed by and between Cheryl L. Gilbert and the City of Griffin.

WHEREAS, Cheryl L. Gilbert was allegedly injured in a traffic accident that occurred on December 14, 2010 at the intersection of Experiment Street and School Road in the City of Griffin, Spalding County, Georgia; and

WHEREAS, Cheryl L. Gilbert filed a civil action against the City of Griffin seeking to recover damages, said civil action being styled and designated as Cheryl L. Gilbert v. the City of Griffin, which case currently is pending in the State Court of Spalding County as Civil Action File No. 12-SV-345; and,

WHEREAS, the parties to this Settlement Agreement desire to enter into a full, final and complete settlement in order to resolve and conclude all disputes, claims and issues which exist between Cheryl L. Gilbert and the City of Griffin relating to or arising out of Cheryl L. Gilbert's claims for damages, including without limitation all claims which were asserted in, or which could have been asserted in, the aforesaid civil action.

NOW, THEREFORE, it is understood and agreed as follows:

1. Release and Discharge.

In consideration of the payment called for herein, Cheryl L. Gilbert hereby completely releases and forever discharges the City of Griffin, Gallagher Bassett Services, Inc, the Georgia Interlocal Risk Management Agency and their past, present, and future insurers, elected officials, officers, departments, boards, directors, trustees, employees, agents, servants, representatives, beneficiaries, executors, administrators, predecessors, successors in interest, heirs, and assigns, and all other persons, firms, or corporations against whom or which Cheryl L. Gilbert might have a

claim, for any and all past, present, or future claims, demands, obligations, actions, causes of action, sums of money, rights, damages, costs, judgments, and expenses of any nature whatsoever, whether in law or in equity, which Cheryl L. Gilbert now has, or which may hereafter accrue or otherwise be acquired by Cheryl L. Gilbert on account of, or in any way growing out of the aforesaid incident, including but not limited to any such claims for personal injuries, loss of consortium, lost wages or other damages which could be sought by Cheryl L. Gilbert.

2. Payment.

In consideration of the release set forth above and the representations contained herein, the Georgia Interlocal Risk Management Agency, Inc., for itself and on behalf of the City of Griffin, hereby agrees to pay the sum of One Hundred Sixty Five Thousand and no/100 dollars (\$165,000.00), the receipt and sufficiency of which is hereby acknowledged. Cheryl L. Gilbert agrees to pay from said sums all of her attorney's fees and all other costs and expenses resulting to her or incurred by her or on her behalf, in connection with the aforesaid incident and the aforesaid civil action.

3. General Release.

Cheryl L. Gilbert hereby acknowledges and agrees that the release set forth in Section 1 hereof is a general release, and further expressly waives and assumes the risk of any and all claims for damages which exist as of this date but which she does not know of, or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect her decision to enter into this Settlement Agreement and waives all claims which could have been brought in the aforesaid civil action. Cheryl L. Gilbert further agrees that she has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and fully assumes the risk that the facts or law may be otherwise than as she

believes.

4. Delivery of "Dismissal with Prejudice."

Concurrently with the execution of this Release, counsel for Cheryl L. Gilbert has delivered to counsel for the City of Griffin an executed "Dismissal with Prejudice" to be filed of record in the aforesaid civil action. Cheryl L. Gilbert acknowledges, represents and warrants that she has authorized her attorney to execute said "Dismissal with Prejudice" and hereby authorizes counsel for the City of Griffin to submit said "Dismissal with Prejudice" to the Clerk of the State Court of Spalding County, to be entered as a matter of record.

5. Warranty of Capacity to Execute Agreement.

Cheryl L. Gilbert represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement; that Cheryl L. Gilbert has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Cheryl L. Gilbert has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

6. Disclaimer of Liability.

Cheryl L. Gilbert agrees and acknowledges that she accepts payment of the sums specified in this Settlement Agreement as full and complete compromise of matters involving disputed issues; that neither payment of said sums by or on behalf of the City of Griffin nor the negotiations for this settlement (including all statements, admissions, or communications) by the City of Griffin's attorneys or representatives shall be considered admissions by the City of Griffin; and that no past or present wrongdoing or liability on the part of the City of Griffin shall be implied by such payment or negotiations, any such wrongdoing or liability being expressly denied.

7. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between Cheryl L. Gilbert and the City of Griffin with regard to the matters set forth in it, and it shall be binding upon and inure to the benefit of their executors, administrators, personal representatives, heirs, insurers, successors and assigns of each.

8. Construction by Georgia Law

This Settlement Agreement is entered into in the State of Georgia and shall be construed and interpreted in accordance with its law.

9. Representations of Comprehension of Document.

Cheryl L. Gilbert represents that she has relied upon the legal advice of her attorney, who is the attorney of her own choice, and that the terms of this Settlement Agreement have been completely read and explained to her by her attorney, and that those terms are fully understood and voluntarily accepted.

10. Indemnity and Hold Harmless.

Cheryl L. Gilbert hereby affirms that all hospital, medical, chiropractic or other health care expenses incurred by Cheryl L. Gilbert or on her behalf as a result of the aforesaid incident have been paid in full, and that there are no outstanding hospital, medical, chiropractic or other health care expenses which could form the basis of a lien under federal or Georgia law. Cheryl L. Gilbert agrees that she will hold harmless, defend, and indemnify the City of Griffin, Georgia Interlocal Risk Management Agency, Inc., Gallagher Bassett Services, Inc., and Carothers & Mitchell, LLC from and against any further claims, demands, or actions that may be brought hereafter by any person or entity for the purpose of enforcing any claim for the payment of hospital, medical, chiropractic or other health care expenses incurred by or on behalf of Cheryl L. Gilbert as a result

of the aforesaid incident.

Cheryl L. Gilbert agrees that she will hold harmless and defend the City of Griffin, Georgia Interlocal Risk Management, Inc., Gallagher Bassett Services, Inc., and Carothers & Mitchell, LLC from and against any further claims, demands, or actions or liens that may be brought hereafter by any federal benefits program, insurance company, union or employee welfare benefit plan for subrogation or reimbursement of any benefits paid by such company or plan as the result of the aforesaid incident.

To comply with the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2), and regulations thereto, 42 C.F.R. 411.20, et seq., Cheryl L. Gilbert shall reimburse Medicare for any payments made for which Medicare is entitled to reimbursement pursuant to the Medicare Secondary Payer Act. The indemnity provided for in Section 10 hereof expressly applies to any claims by the federal government under the Medicare Secondary Payer Act, 42 U.S.C. 42 U.S.C. § 1395y(b)(2), and regulations thereto, 42 C.F.R. 411.20, et seq., and includes any interest and penalties that could be assessed against the City of Griffin, Georgia Interlocal Risk Management Agency, Inc., Gallagher Bassett Services, Inc., and Carothers & Mitchell, LLC.

11. Captions.

The captions preceding the paragraphs of this Settlement Agreement are for reference purposes only and shall not be construed to limit, modify, or expand the actual provisions contained in this Settlement Agreement.

(Signature on following page)

Executed this _____ day of _____, 2015.

CHERYL L. GILBERT

Sworn to and subscribed to before
me, a Notary Public, this _____
day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF GRIFFIN, GEORGIA

By: _____
Chairperson

Attest: _____
Secretary

(SEAL)

Sworn to and subscribed to before
me, a Notary Public, this _____
day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____