



GENERAL RELEASE OF ALL CLAIMS
(STANDARD)

Recitals

A. As used in this General Release, the term "Releasor(s)" shall mean Richard Citron, a single male, as well as his/her/their heirs, executors, administrators, personal representatives, successors, and assigns, jointly or severally, singular or plural, and any person in privity with them, wherever the context so admits or requires.

B. As used in this General Release, the terms "Releasee(s)" shall mean Palm Beach County, a political subdivision of the State of Florida, as well as his/her/its past, present and future agents, agencies, officials, commissioners, employees, boards, representatives, attorneys, successors and assigns, in both their individual and official capacities, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

C. Whenever used in this General Release the term "Insurer" shall mean Certain Underwriters at Lloyd's London, Brit Global Specialty, Preferred Governmental Claims Solutions as well as its/their agents, employees, servants, officials, representatives, attorneys, successors and assigns, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

WHEREAS Releasor(s) allege(s) that he/she/they sustained injury and damages including personal injury, bodily injuries, and/or property damage, as a result of an incident or event which occurred on 9/11/21 at/ near Okeechobee Blvd & Meridian Drive in Palm Beach, FL.

WHEREAS, as a result of the aforesaid incident (hereinafter referred to as "Subject Incident"), Releasor(s) claim(s) to have sustained damages, including but not limited to certain bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money and aggravation of a previously existing condition, loss of property or loss of use of property, loss of enjoyment of life, pain and suffering and emotional distress, which losses are claimed to be permanent and continuing and which losses are expected to be suffered in the future; and

WHEREAS, at the time of the aforesaid incident, there was in force and effect an insuring Agreement between Releasee(s) and Insurer providing coverage for this incident, pursuant to the terms and conditions of that Agreement; and



WHEREAS Releasee(s) and Insurer have denied and continue to deny any wrongdoing and have denied and continue to deny any liability for the allegations which were the subject matter of the above-referenced claim, but are desirous of entering into a compromise settlement of this claim in good faith, to avoid litigation and attendant costs; and

WHEREAS, Releasor(s) has/have agreed to accept the total sum of Eighty Thousand Dollars (\$80,000), in full and final compromise and settlement of any and all claims he/she/they may have, whether now not known or contemplated, against Releasee(s) and Insurer.

NOW, THEREFORE, KNOW ALL MEN by these presents: That the said and undersigned Releasor(s) for and in consideration of the payment to him/her/them of the total sum of Eighty Thousand Dollars (\$80,000) to him/her/them in hand paid, the receipt and sufficiency of which is hereby acknowledged, does/do hereby remise, release and forever discharge Releasee(s) and Insurer, of and from all manner of action and actions, cause and causes or actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor(s) ever had, now has/have, or which any personal representative, successor, heir or assign of Releasor(s), hereafter can, shall or may have against said Releasee(s) and Insurer, by reason of any matter, cause or thing, from the beginning of the world to the date of these presents, arising out of or related to the above-described Subject Incident, and including but not limited to any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, medical and hospital expenses, attorney's fees, civil rights violations, federal claims, statutory or common law claims, lost wages, impairment of earning capacity, physical, emotional or psychological injury, companionship and support, mental anguish, pain and suffering, bodily injury, past and future medical expenses, ~~property damage or loss of use of property.~~ This release specifically does not include property damage claim which is subject to a separate and independent release.

Releasor(s) state(s) that at the time of the execution of this General Release there are no outstanding claims or liens by way of reimbursement or subrogation by insurance carriers, attorneys, hospitals, medical providers or other entities including Medicare or Medicaid, for amounts paid or owed on behalf of Releasor(s) by reason of the incident which is described above, or, in the alternative, if there are any such outstanding claims or liens, Releasor(s) will indemnify and hold Releasee(s) and Insurer harmless from said amounts and will fully satisfy and resolve those claims including but not limited to any hospital liens, medical liens, attorneys liens, insurance liens and/or liens held by Medicaid or Medicare, any other governmental agency, or any other entity.

This General Release shall not be construed as an admission of liability or responsibility by Releasee(s) or Insurer but is rather a compromise settlement designed to avoid litigation. Releasee(s) and Insurer specifically deny liability for the claims brought by Releasor(s), deny all allegations of Releasor(s) and deny any wrongdoing whatsoever.



Releasor(s) acknowledge(s) and agree(s) that this is a General Release of all claims. Releasor(s) expressly waive(s) and assume(s) the risk of any and all claims for damages, and any nature whatsoever, which exist as of this date, of which Releasor(s) does/do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect Releasor(s) decision to enter into this settlement and provide this General Release. Releasor(s) further agree(s) that he/she/they has/have accepted the sum specified herein as a complete compromise of all matters involving disputed issues of law and fact and assume(s) the risk that the facts or law may be different than he/she/they believe them to be.

Notwithstanding anything herein to the contrary, this release shall not release any health, disability or other insurance carrier or self-insureds from its obligation to provide any personal injury protection coverage, medical payment coverage, uninsured/underinsured motorist coverage, health insurance coverage, major medical insurance coverage, Workers' Compensation benefits/insurance, and/or disability insurance coverage from all claims and demands, rights and causes of action of any kind the undersigned now has or hereafter may have, on account of personal injuries known or unknown to the undersigned arising from the subject incident; but such reservation does not include Releasee(s) or Insurer, who are given a full and final release of all claims. It is the intention of the parties to this agreement to release and discharge Releasee(s) and Insurer only, and to reserve all rights of Releasor to obtain any other claims to which Releasor(s) may be entitled.

Releasor(s) further warrant(s) that no promise or inducement not herein expressed has been made; that this General Release is given in good faith and discharges Releasee(s) and Insurer from all liability; that the undersigned is over the age of twenty-one (21) years and legally competent and fully authorized to execute this General Release; that the undersigned has read the contents of this General Release, has been adequately represented by counsel of his own choice or has elected to retain counsel, and signs this General Release with full knowledge and appreciation of its meaning.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree which carries a maximum prison sentence of five years. Such actions may lead to criminal prosecution, the invalidation of this agreement and the full refund of any and all payments received through this settlement

THIS IS A GENERAL RELEASE - READ CAREFULLY BEFORE SIGNING



IN WITNESS WHEREOF, the undersigned hereby set his/her hand and seal this ___ day of July, 2022, X 2 mi

Signed and sealed in the presence of:

[Signature]

Witness

X [Signature]

Releasor

Witness

Releasor

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of JULY, 2022 by Richard Citron, who is personally known to me or who produced his FLDL as identification and who did/did not take an oath.

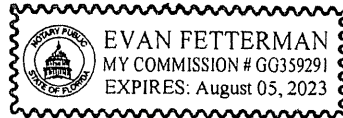
X [Signature]

My Commission Expires: 8/5/23

Notary Public

Event #/Claim #: EV2021370188 / 387621

Adjuster: Kimberly Bernal



BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 8/16/2022

REQUESTED BY: County Attorney


REQUESTED FOR: Richard Citron v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$80,000

AGENDA DATE: August 23, 2022

BUDGET ACCOUNT NUMBER:

FUND: 5010 DEPT: 700 UNIT: 7130 OBJ: 4511

BAS APPROVED BY: 
Brian Palacios, Fiscal Manager

DATE: 8/16/2022