

## GENERAL RELEASE

### RECITALS

1. TRAVIS FOUTCH, and any and all of his heirs, personal representatives, executors, administrators, attorneys, successors, and assigns are hereinafter collectively referred to as “**RELEASOR.**”

2. HUERFANO COUNTY, and any and all of its current or former entities, officials, officers, employers, successors, assigns, attorneys, employees, agents, servants, insurers, self-insurers, and reinsurers, if any, are hereinafter collectively referred to as “**RELEASEES.**”

3. **RELEASOR** and **RELEASEES** are collectively referred to as “the Parties.”

4. **RELEASOR** filed his Complaint in this matter on May 2, 2023, in the United States District Court for the District of Colorado, in Civil Action No. 23-cv-1109-NYW-MDB, hereinafter referred to as “the Civil Action.” The Civil Action arose out of events that are alleged to have occurred on May 3, 2021 (“the Incident”), and injuries alleged to have arisen out of the Incident. The factual allegations and claims made by **RELEASOR** have been and continue to be denied and disputed by **RELEASEES.**

5. Prior to the entry of this General Release, **RELEASOR** has stipulated to the voluntary dismissal with prejudice of individually named defendants employed by Huerfano County in the Civil Action, each party to pay their own costs and attorney fees.

6. **RELEASOR** has decided to enter into this General Release on the terms set out in these recitals and agreement below and reach a complete resolution of any claims arising out of the Incident and/or the Civil Action as well as any and all claims of any kind **RELEASOR** may have against **RELEASEES** occurring up to the date of the execution by **RELEASOR** of this General Release for damages and/or injuries of any kind, known and unknown, foreseen and unforeseen. For the purpose of this General Release, all of the claims asserted in the Civil Action, whether remaining or dismissed, and all other actual or potential claims or disputes among the Parties shall be referred to hereafter collectively as the “Claims.”

7. In entering into this General Release, it is acknowledged that both **RELEASOR** and **RELEASEES** have incurred costs and fees in pursuing and defending this litigation. **RELEASEES** assert that they enter into this agreement to avoid the cost of further litigation.

### RELEASE

#### Release, Covenant Not to Sue, Hold Harmless, and Indemnification.

1. **RELEASOR** agrees irrevocably and unconditionally to release, discharge, and hold harmless and does release and forever discharge **RELEASEES** from any and all claims occurring up to the date of the execution by **RELEASOR** of this General Release for any and all

damages and/or injuries pursuant to any federal or state statute, constitution, common law, contract or otherwise, known and unknown, foreseen and unforeseen, including but not limited to those which may now or hereafter arise out of, or result in any way from the Incident described in the recitals and/or the Civil Action, and/or which have or could have been made, as well as any and all matters relating thereto, and any and all consequences thereof.

2. **RELEASOR** understands and agrees that this General Release prevents any appeal of any of the dismissals, stipulated or otherwise, against the Parties or for any claims made in the Civil Action.

3. **RELEASOR** represents and warrants that, other than that which is set forth in the Recitals to this General Release, he has not filed or caused to be filed or asserted any claim or charge in or with any court or agency based on or related to the Incident or Claims and agrees that he will not file any claim or charge in or with any court or agency based on or related to the Incident or Claims against **RELEASEES**.

4. Pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007, **RELEASOR** hereby certifies and affirmatively represents and warrants as follows: (1) Travis Foutch is not now receiving nor has he ever received Medicaid benefits; (2) Travis Foutch is not now receiving nor has he ever received Medicare benefits; and (3) Travis Foutch is not now nor has he ever received Social Security Disability Benefits. In the event **RELEASEES** are subject to any further claims or demands under such actual or purported benefit assignment, lien, subrogation, or other right of substitution for such benefits, **RELEASOR** will defend, indemnify, and hold **RELEASEES** harmless from such claims or demands.

5. In the event that Medicaid, or any other entity seeks further recovery for any lien amount, **RELEASOR** agrees to pay the lien amount from his settlement proceeds and to pay any future liens that any entity may attempt to assert related to this injury.

6. **RELEASOR** further agrees that as part of the consideration by **RELEASEES**, he has agreed to pay any and all assignments, liens, attorney liens, hospital liens, subrogations and/or other claims arising out of the Incident including, but not limited to, medical treatment for any illnesses or injuries he alleges he incurred as a result of the Incident. **RELEASOR** agrees that it is the sole responsibility of **RELEASOR** and his counsel to identify all such assignments, liens, attorney liens, hospital liens, subrogations and/or claims, and that **RELEASEES** do not make any representation as to who may have such assignments, liens, attorney liens, hospital liens, subrogations and/or claims. In the event **RELEASEES** are subjected to further claims by any person, firm, corporation, or entity, whether or not listed herein, under any actual or purported lien or right of substitution, including but not limited to any lien for medical expenses, **RELEASOR** will hold **RELEASEES** harmless from any such claims or demands and indemnify **RELEASEES** for any judgment obtained and attorney fees incurred by reason of such purported assignments, liens, attorney liens, hospital liens, subrogations and/or claims.

7. **RELEASOR** understands and agrees that he is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of

this General Release and the monetary consideration provided to him pursuant to it. **RELEASOR** agrees that **RELEASEES** have provided no representation or advice as to how this consideration is to be characterized or allocated or as to the tax treatment or tax reporting or payment obligations for the monetary consideration set out herein.

8. **RELEASOR** further warrants that he fully realizes that he may have sustained unknown and unforeseen losses; costs; expenses; damages; liabilities; claims; bodily, personal, or psychological injuries; damage to property; or business losses, and the consequences thereof which may be at this time, heretofore, and hereafter unknown, unrecognized, and not contemplated by **RELEASOR**, which resulted or may or will result from the Incident and all matters incident or related thereto, and that no promise or inducement has been offered except as herein set forth and that all agreements and understandings between the Parties are expressed herein and that this General Release was executed without reliance upon any statement or representation by **RELEASEES**, and that **RELEASOR** is legally competent to execute this General Release. **RELEASOR** accepts full responsibility and assumes the risk of any mistake of fact or law as to any damages, losses, or injuries, whether disclosed or undisclosed, including any mistake in medical diagnosis or prognosis for any injuries, known or unknown, sustained as a result of the Incident and all matters incident and related thereto applicable to the claims and any potential claims **RELEASOR** has or may have against **RELEASEES**.

#### Consideration

9. **RELEASEES** agree to pay **RELEASOR** the total amount of Fifteen Thousand and 00/100 DOLLARS (\$15,000) by tendering a check to **RELEASOR** in the following amount: \$15,000 payable to Martin Conti LLC f/b/o Travis Foutch.

10. It is agreed that consideration for this General Release is as set forth herein, and includes the above monetary consideration which shall be full and final settlement and payment for all claims released herein and all claims that might have been asserted in any state or federal judicial or administrative forum up to the date of execution of this General Release against **RELEASEES**, including any claims for attorney fees and costs.


#### Voluntariness, Denial of Liability, Entire Agreement

11. **RELEASOR** has carefully read the above and foregoing General Release and knows the contents thereof and has signed the same as his own free and voluntary act and after having had the opportunity to have the same explained by counsel. **RELEASOR** expressly states that he has been advised of his right to consult additional professionals of his choice, including physicians, lawyers, and accountants, regarding any and all known and unknown, foreseen and unforeseen, damages, losses, injuries, costs, losses of services, expenses, liabilities, claims, and the consequences thereof, of whatsoever kind and nature, that **RELEASOR** may have or will incur, whether suspected or unsuspected. **RELEASOR** further expressly understands and agrees that the signing of this General Release shall be forever binding and no rescission, modification, or release of **RELEASOR** from the terms of this General Release will be made for any mistake.

12. It is expressly understood and agreed that the acceptance of the above-mentioned consideration is in full accord and satisfaction of a disputed claim and that payment of said sum is not to be construed in any way as an admission of liability on the part of **RELEASEES** but, on the contrary, **RELEASEES** specifically deny any wrongdoing, misconduct, or liability on account of the Incident or any matters related or incidental hereto, or otherwise.

13. **RELEASOR** understands and agrees that all agreements and understandings between **RELEASOR** and **RELEASEES** are embodied and expressed herein and that the terms of this General Release are contractual and not mere recitals.

14. **RELEASOR** certifies that he has fully read and understands the foregoing General Release and hereby affixes his signature this \_\_\_\_ day of \_\_\_\_\_, 2024, as his own free and voluntary act.

 <small>Travis Foutch (Mar 8, 2024 12:04 CST)</small>	08/03/2024
TRAVIS FOUTCH	Date

I, Matthew Scott Martin, as attorney for TRAVIS FOUTCH, have reviewed the within General Release with my client and have fully explained each and every term, condition, limitation, and obligation set forth herein to him and believe that he is competent and understands the same. By my signature below, I further signify my approval of the form of the within General Release.

MARTIN CONTI LAW

Date: 08/03/2024

*Matthew Martin*  
Matthew Martin (Mar 8, 2024 11:08 MST)  
Matthew Scott Martin

\_\_\_\_\_ as representative for HUERFANO COUNTY, certifies that HUERFANO COUNTY has approved the within General Release.

Date: \_\_\_\_\_