

FINAL WAIVER AND RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to me of the total sum of Fifty-Seven Thousand Five Hundred dollars and 00/100 Dollars (\$57,500.00) and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, FRANK D. BERNARD (hereinafter “Plaintiff”), for myself, and for my heirs, legal representatives and assigns, do hereby fully and forever release and discharge THE CITY OF SHEBOYGAN, ANTHONY “T.J.” HAMILTON and their elected and appointed officials, employees, legal representatives, insurers, successors and assigns (hereinafter “the Released Parties”) from any and all claims, demands, actions and rights of action of any kind or nature which we now have or may hereafter have arising out of, related to, connected with, in consequence of or on account of all personal injuries, losses, costs, and/or other damages resulting or to result, directly or indirectly, in any way from the incident which allegedly occurred on or about January 7, 2022, which is more particularly described in the pleadings and proceedings of the lawsuit captioned *Frank Bernard v. Anthony “T.J.” Hamilton, et al.*, U.S. District Court, Eastern District of Wisconsin, Case No. 2:23-CV-00999-SCD, (hereinafter “the Described Incident”).

I agree that the terms “personal injuries” and/or “damages” mean any physical or mental injury, ailment, infirmity, deficiency, sickness, illness, or disease (hereinafter “conditions”) and includes, but is not limited to: (1) conditions which existed in the past, both known and unknown; (2) conditions which exist now, both known and unknown; (3) conditions which we know will exist in the future; (4) conditions which we do not know will exist in the future; (5) conditions which are developed, developing or undeveloped;

(6) conditions which are diagnosed; (7) conditions which are undiagnosed; (8) any physical or mental condition (including death) resulting or to result from any condition; and (9) all other anticipated or unanticipated consequences caused or which will be caused by any condition.

I agree that the term “losses” includes, but is not limited to: (1) past and future expenses for any care or treatment, including hospitalization, medical care and treatment, chiropractic care and treatment, skin grafts and treatment, physical therapy and nurse’s care; (2) past and future loss of income; (3) scars and disfigurement; (4) past and future disability; (5) past and future pain, suffering and discomfort; (6) past and future diminution of earning capacity; (7) damage to or destruction of property, loss of use of property, and any incidental or consequential expenses or losses associated therewith; (8) past and future loss of services, aid, comfort, society, companionship and consortium; and (9) funeral and burial expenses.

In making this Release, I am relying on my own judgment, belief and knowledge and upon advice from my attorney as to all phases of my claims. I am not relying on any representations or statements made by any of the Released Parties or anyone representing them or anyone employed by them, including any physicians or surgeons employed by them.

I agree that in receiving the money and other consideration described above, I am settling and compromising all of my claims arising out of the Described Incident, inclusive of all attorneys fees and costs. Defendants assert my claims are doubtful and disputed both as to the question of liability and as to the nature, extent and permanency of any personal

injuries, losses and/or other damages which have resulted or may in the future result from the Described Incident and payment hereunder is not to be construed as an admission of liability, liability being expressly denied herewith. I understand that as a compromise of our disputed claims the payment hereunder may not fully indemnify me for the personal injuries, losses and/or other damages suffered as a result of the Described Incident.

I warrant that no third party has a prior or superior claim to the money described above which has been paid to me in settlement and in consideration for this Release. I represent that no third party has a prior or superior claim to my right to receive said money by way of subrogation, lien or otherwise. I agree to hold harmless and to indemnify the Released Parties from any claim which may arise in favor of any party as a result of (1) the personal injuries, losses and/or other damages allegedly suffered by me; (2) expenses incurred by me or on my behalf in connection with such personal injuries, losses and/or other damages; or (3) my agreement to the settlement we have made with one or more of the Released Parties and/or my agreement to the terms of this Release.

I represent and warrant that I have provided and disclosed to the Released Parties any and all liens, claims or demands received or known to me and my attorneys asserted or which could be asserted by any person or entity (including, without limitation, any insurer, any hospital or health care provider, any health plan, any governmental agency or authority or any other person or entity) that relate to or arise out of any health care treatment and any other benefits received by me with respect to claimed injuries, actual or potential, arising out of or related to the Described Incident. I represent, warrant and agree that I will hold Released Parties harmless and that I will be responsible to satisfy all conditional

payments, lien claims, subrogation interests, rights to reimbursement, and any other claims for past and future medical services provided to me as the result of the Described Incident that are now or hereafter held by any subrogated interest out of the proceeds from the settlement herein or otherwise. I specifically recognize that said claims are my sole responsibility. I agree to indemnify and hold harmless the Released Parties against any claims for unpaid medical expenses.

Payment of the settlement amount will be made by check for the total sum of Fifty-Seven Thousand Five Hundred dollars and 00/100 Dollars (\$57,500.00) and made payable to the First, Albrecht & Blondis S.C. Client Trust Account, Plaintiff's attorneys. After receipt of the signed Release from the Plaintiff, within 30 days of approval of this Release by the Sheboygan Common Council, the check will be mailed to Plaintiff's attorney, Bryn Baker and James End at the following address: First, Albrecht & Blondis, S.C., 158 North Broadway, Suite 600, Milwaukee, WI 53202.

Upon receipt of payment, my attorneys agree to file a stipulation seeking dismissal with prejudice of the above-captioned action as to the Released Parties, with each party bearing its own fees, costs, and expenses.

I covenant that I will never institute any other action or suit of law or in equity against the Released Parties for personal injuries, losses and/or other damages arising out of or in any way related to the Described Incident.

I have read this Release, know and understand its contents and sign this Release as my own free act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

FRANK D. BERNARD

Subscribed and sworn to before me
this _____ day of _____, 2023.

Notary Public, State of Wisconsin
My commission expires: _____.

The undersigned, as attorney of record for Plaintiff, hereby approves and consents to the settlement set forth herein.

FIRST, ALBRECHT & BLONDIS, s.c.

James P. End, State Bar. No. 1032307
Bryn I. Baker, State Bar No. 1102534
158 North Broadway, Suite 600
Milwaukee, WI 53202
Telephone: (414) 271-1972
Facsimile: (414) 271-1511
Email: jend@fabattorneys.com
bbaker@fabattorneys.com