

TRAVELERS 
TRAVELERS-SOUTHERN CLAIM CTR
PO BOX 430
BUFFALO, NY 142404614

Elsa Law Firm P.A.
806 E Jackson St Ste. 3
Tampa, FL 33602

I, Nella Miley, (hereafter "Releasors") for good and adequate consideration including the sum of \$50,000.00, hereby release and forever discharge The Standard Fire Insurance Company, including all of its subsidiaries, affiliate companies, and officers, employees, attorneys, directors, agents, and representatives (hereafter "Releasee(s)") and any other person, corporation, association or partnership allegedly responsible for injuries to the person and/or property of the Releasors, and the consequences flowing therefrom, from any and all claims, demands, causes of action, damages, losses, judgments, actions, or lawsuits which we have now or may have, known or unknown, anticipated or unanticipated against Releasee(s) in the future as the result of an accident, incident, casualty or event (the "subject accident") which occurred or is alleged to have occurred at or near Hwy 302, in the city/town of Olive Branch in the state of MS, on the day of 1/15/2025.

The Releasor(s) warrant(s) that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the Releasee(s), or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal liability therefore; and that the Releasor(s) is/are of legal age, legally competent to execute this Release and accept(s) full responsibility therefore. Releasor(s) know that this payment is a full and final settlement of all claims for injuries and other damages incurred as a result of the subject accident. It is understood and agreed that the Releasee(s) shall not be estopped or otherwise barred from asserting, and expressly reserve the right to assert, any claim or cause of action against other party(ies) not subject to this Release.

Releasor(s) agree that the Releasee(s) are hereby released and discharged from any liability, responsibility, or assertion of any and all subrogation rights, liens or other claims held by any other person or entity which are or may be asserted as a result of the subject accident. Releasor(s) further agree to indemnify the Releasee(s) in the event that Releasee(s) are obligated to make payment resulting from other lawsuits, liens or claims, asserted by any person or entity as a result of the subject accident and for the cost incurred in defending same.

Releasor(s), for the consideration set forth in this Release, further agrees to satisfy any and all liens or claims against the proceeds of this Release, specifically including, but not limited to, any lien, claim or conditional payment reimbursement demand asserted by or on behalf of Medicare or any entity claiming any right of reimbursement under the Medicare Secondary Payer Act.

Releasor(s) further agree(s) to hold harmless, indemnify and defend Releasee(s) from any claims arising from the failure of Releasor(s) to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands. These obligations include Releasor(s)' payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasee(s) in connection with the failure of Releasor(s) to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands.

Releasor(s) also agrees to hold harmless, indemnify, and defend Releasee(s) with respect to any and all other claims that may be presented by Releasor(s), Medicare, and/or any other party acting on Releasor(s)' or Medicare's behalf, including, but not limited to, administrative or civil fines, penalties, and interest, as well as any damages that arise out of, result from, and/or occur as a consequence of any adverse administrative or legal actions, up to and including the loss of Releasor(s)' future Medicare benefits and/or Medicare eligibility. These obligations include Releasor(s)' payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasee(s) in connection with the failure of Releasor(s) to perform these obligations. Releasor(s) promise that if any valid lien is asserted, I/we will use the proceeds of this settlement to satisfy it.

Releasor(s) has/have been given an opportunity to consult with an attorney and do not believe that any further advice is necessary and are satisfied that I/we has/have read and understand this document and this settlement.

 /

s/ / /

Print Name Releasor

Print Name Releasor

Witness

Print Name

DATED: _____/_____/_____ Time _____

State of: _____

County of: _____

Subscribed and sworn before me on this date: _____

Notary Public
Commission expires: (seal)