

Claim Number 047977305



A Liberty Mutual Company

Claim Number 047977305

Underwriting Company Safeco Insurance Company of Illinois

Settlement and Release

The Claimant, Avery Long, for the sole consideration of the sum of Eight Thousand Eight Hundred Dollars (\$8,800.00), hereby releases and forever discharges Kelly Stanford and Christopher Stanford (hereinafter the "Released Party") and the Released Party's insurers, (Safeco Insurance Company of Illinois) (hereinafter called the "Company"), their heirs, executors, administrators, successors, agents, servants, employees and assigns, and all of their past and present related subsidiaries, parents, members, managers, affiliated corporations, and their agents, attorneys, dealers, employees, officers, members, directors, managers, governing body members, stockholders, shareholders, partners (both general and limited), sureties, successors, assigns, predecessors, servants, representatives; and all insurers and reinsurers of the persons, firms, property owners or entities in this definition and their agents, employees, attorneys, and representatives, from any and all claims for loss, damages, costs, contribution, indemnification, or any other thing whatsoever on account of, or in any way growing out of, all personal injuries, death, property damage and any other type of damage of any kind, whether now known or unknown, arising out of an accident or occurrence on Friday, December 24, 2021, at or near Goodman Road, Olive Branch, Mississippi ("the accident").

The Claimant further acknowledges, warrants, and agrees to satisfy all valid liens, reimbursement rights, subrogation interest or claims, including any automatic liens or obligations created by federal and/or state law for any medical treatment, if any, due to injuries sustained as a result of the accident.

The Claimant agrees the settlement amount includes any right, or claim or demand for pre-settlement or post-settlement interest. The Claimant agrees not to make a claim or demand for interest.

In further consideration of the aforesaid payment, the Claimant agrees to indemnify, defend and hold forever harmless the Released Party and Company of and from any and all claims, demands, damages, costs, expenses, loss, actions and causes of action arising out of any act or occurrence up to the present time, and particularly on account of all personal injury, disability, property damage, loss of consortium or other damage of any kind sustained or that may be sustained by said Claimant or Claimants children, siblings, parents, or other relatives in consequence of or because of said accident.

The Claimant warrants that he/she was not a Medicare beneficiary between the date of the injury and the time of settlement.

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Claimant represents and warrants that as a result of the accident referred to in the first paragraph of this Release, Medicare did not pay for any medical treatment covered under Medicare Part A, Medicare Part B or Medicare part D under the federal health insurance Medicare Program. Claimant also represents that as a result of the accident referred to in the first paragraph of this Release, Medicare did not pay for any medical treatment covered under Medicare Part C of the federal health insurance Medicare Program, otherwise known as a Medicare Advantage Plan.

No money out of the settlement is allocated towards future medical treatment. While it is impossible to accurately predict the need for future treatment, this decision was based upon a good faith review of the Claimant's current medical condition. The parties have attempted to resolve this disputed matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider future medical expenses and do not reflect any attempt to shift the burden of future care. In the event any party is required reimbursement related to future medical treatment, this would be the sole responsibility of the Claimant.

The claimant warrants that he/she was not a Medicaid beneficiary between the date of the injury and the time of settlement.

HOLD HARMLESS and INDEMNITY AGREEMENTS. The Claimant agrees to defend, hold harmless and indemnify those parties released herein against any direct losses, expenses, liens, claims, actions, encumbrances, liabilities, or damages (including costs and attorney's fees) resulting from any assignment (whether expressed or by operation of law) or resulting from the undersigned's failure to fully pay or otherwise discharge any liens or encumbrances asserted by any person or entity, and/or from any future or additional claims or actions brought against any of the Released Parties by any additional heirs, known or unknown, by the undersigned at the time of the execution of this Release, and regardless whether the Claimant had notice or knowledge of such liens and/or encumbrances.

The Claimant shall further hold the Released Party and/or Company harmless and to defend and indemnify the Released Party and/or Company from any and all adverse consequences in the event this settlement results in the loss of rights to Social Security benefits and/or Medicare benefits because the Claimant intentionally or unintentionally spends settlement funds in a manner inconsistent with applicable regulations.

Claimant agrees that this settlement is in full compromise of disputed claims as to both the issue of liability and as to the nature, extent and permanency of any such loss, injury, damage or detriment, and that the payment of said sum is not to be construed as an admission of liability by any party. It is further agreed that the nature, extent and results of any loss, injury, damage or detriment sustained by the Claimant may not now be fully known or anticipated, but the Claimant nevertheless desires to settle and compromise this claim in full.

The Claimant acknowledges that this Release and Hold Harmless and Indemnification Agreement extends to all claims of any kind which the Claimant had or may have had against the parties released hereby, and that any party released hereby can raise this Release and Hold Harmless and Indemnification Agreement as a complete defense to any claim or suit by or on behalf of the Claimant.

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The Claimant acknowledges that he/she has read this instrument and fully understands that this instrument, in accordance with the intent and purpose expressed above, encompasses all negotiations, discussions, and bargaining of the parties as to this settlement, and is the entire agreement between the parties to this instrument.

The Claimant also acknowledges that he/she was informed prior to the signing of this agreement that he/she had the right to consult with legal counsel and medical advisors of the Claimant's own choice and that an adequate opportunity was afforded to the Claimant to seek such advice or counsel. The Claimant further affirms that he/she was presented with an adequate opportunity between the matter giving rise to this agreement and the signing of this agreement to consider the agreement and its consequences.

ATTENTION - READ BEFORE SIGNING

Please have your signature witnessed.

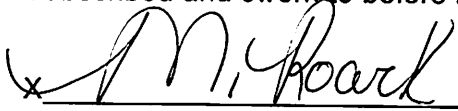
Claimant:

Avery Long	X	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>98E74FFE7C464...</small> </div>	2/8/2024
Printed Name		Signature	Date

Witness

	X		
Printed Name		Signature	Date

Subscribed and sworn to before me this 8 day of Feb, 2024.



Notary Public