

WAIVER AND RELEASE

The undersigned, ASHLEY STOCK ("Claimant"), for the sole consideration of ONE HUNDRED SIXTY THOUSAND DOLLARS and 00/100 (\$160,000.00) (hereinafter referred to as "Settlement Proceeds"), paid to ASHLEY STOCK, and for her heirs, executors, administrators, successors and assigns do hereby release and forever discharge the CITY OF NORTH LAS VEGAS, (hereinafter referred to as the "Releasee"), together with its agents, officers, employees, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation, whether known or unknown, which the undersigned now has or which may hereafter accrue or develop allegedly caused by the accident that occurred on or about May 4, 2023 at or near East Alexander Road and Belmont Street, North Las Vegas, Nevada (the "Accident").

ASHLEY STOCK, declares and agrees as follows:

I hereby declare that I fully understand and agree to voluntarily accept the Settlement Proceeds in full and final compromise, adjustment, settlement and satisfaction of any and all claims, demands, rights, and causes of action for damages, contribution, indemnification, or of any other kind, whether known or unknown, including without limitation any claims for fees, costs, expenses, arising from any and all known or unknown, foreseen or unforeseen claims for damages, on account of, or in any way growing out of the Accident, which I may have or hereafter acquire against the Releasee, its agents or employees, on account of the Accident, or that relate or pertain to or arise from, directly or indirectly, the Accident.

I further declare that I fully understand and agree that we will satisfy or resolve any and all bills or liens for payment or reimbursement asserted by any individual or entity for medical bills or other charges arising directly or indirectly from the Accident.

I further declare that I fully understand and agree that I and my guardians, heirs, executors, administrators, and assigns shall reimburse, indemnify, and hold harmless the Releasee, its agents and employees, from and against any and all claims, demands, rights, and causes of action of any kind, whether known or unknown, including without limitation claims for subrogation, indemnity, contribution, or lien of any kind, or for fees, costs, or expenses that relate or pertain to or arise from, directly or indirectly, any act or omission that relates to the Accident.

I further declare that I fully understand and agree that this settlement is not to be construed as an admission of fault or liability on the part of the party or parties hereby released.

I further declare that I fully understand, agree, and warrant that (i) no promise or inducement has been offered except as herein set forth; (ii) that this settlement is in good faith and is equitable; (iii) that this Waiver and Release is executed without reliance upon any statement or representation by the Releasee or its representatives concerning the nature and extent of the claimed damages or legal liability therefor; (iv) that I am legally competent to execute this Waiver and Release and accept full responsibility therefore; (v) that I have carefully read this Waiver and Release in its entirety, with the benefit and advice of counsel of my choosing, and this Waiver and

Release is in full and final and complete compromise, settlement, release, accord and satisfaction, and discharge of all claims and actions as above stated; and (vi) that in entering into this Waiver and Release, I am acting freely and voluntarily and without influence, compulsion, or duress of any kind from any source, including, but not limited to, any other party or parties, her attorneys, representatives, or anyone acting or purporting to act on behalf of any party.

I further agree to indemnify and hold harmless Releasee herein and none other for unpaid medical or health care expenses, any applicable statutory or contractual liens, any subrogation rights, or any other such claims or encumbrances against the settlement funds. Moreover, Claimant does not indemnify Releasee for any counter-claims, cross-claims, claims for contribution or any other claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and/or compensation of any nature whatsoever, known or unknown, asserted in this action or not, fixed or contingent, liquidated or unliquidated, of any kind or description, for anything other than claims for unpaid medical or health care expenses, statutory or contractual liens, as outlined above.

I do hereby order that the above sum, or the specific parts thereof hereafter designated, shall be paid by the payor direct to: Ashley Stock and LJU Law Firm.

THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.

Dated this _____ day of _____, 2024.

Ashley Stock

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me, a notary public, Ashley Stock, who acknowledged that she executed the above Waiver and Release.

NOTARY PUBLIC
In and for said County and State