

RELEASE OF ALL CLAIMS

RELEASORS: **LILLIAN D. STAHL, Deceased, by and through her Personal Representative ARNIE STAHL, and ARNIE STAHL, Personal Representative, on behalf of the heirs of LILLIAN D. STAHL, and ARNIE STAHL, JOHN STAHL, CAROLE BLACKFORD, DORIS HRUSKA, MALISSA CARR, and JANET WIPF, individually,**

RELEASEE: **YELLOWSTONE COUNTY, a political subdivision of the State of Montana and YELLOWSTONE COUNTY SHERIFF'S OFFICE, Yellowstone County Commissioners, and any and all agents, servants, employees, successors, heirs and assigns of Yellowstone County.**

DATE OF CASUALTY: **APRIL 18, 2008**

SUM OF SETTLEMENT: **TWO HUNDRED THOUSAND DOLLARS. (\$200,000.00)**

**DESCRIPTION OF
CASUALTY:**

Lillian D. Stahl died on April 18, 2008 in Billings, Montana from injuries sustained in a traffic accident. Ms. Stahl was killed by the driver of a vehicle that had been the subject of a law enforcement pursuit.

CLAIM: **YELLOWSTONE COUNTY CAUSE NO. DV-09-1463**

The parties to this release have engaged in settlement negotiations. Pursuant to these negotiations, an Agreement has been reached between ARNIE STAHL, PERSONAL REPRESENTATIVE for the Estate of LILLIAN D. STAHL, for ARNIE STAHL individually and for all named heirs, (ALL RELEASORS), and YELLOWSTONE COUNTY, RELEASEE.

1. RELEASE

Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges Releasee, Releasee's successors, assigns, agents, partners, officers, employees, and attorneys from any and all actions, claims, causes of action, demands, or expenses for claimed damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described claimed loss as alleged in the above-described claim.

2. FUTURE DAMAGES

Inasmuch as any injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from and described in the claim, even though now unanticipated, unexpected, and unknown, as well as any and all injuries, damages and losses which may have already developed known or anticipated.

3. NO ADMISSION OF LIABILITY

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the payment of the sum by Releasee nor the negotiations for settlement shall be considered as an admission of liability.

4. NO ADDITIONAL CLAIMS

Releasor represent that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to Releasee for the losses, injuries, and damages for which this Release is given, Releasor covenants and agrees to indemnify and save Releasee harmless from all such claims and demands, including reasonable attorney's fees and all other expenses necessarily incurred.

5. APPORTIONMENT OF PAYMENT TO LIENHOLDERS

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, political subdivisions, or attorneys who may have valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasee from and against all such claims by such parties, including payment of attorney fees and costs.

6. DISCLAIMER

Releasor has carefully read the Release, understand the contents of the Release, and signs the Release of his own free will.

7. TAXABILITY OF BENEFITS

Releasee makes no warranty, representation, or promise, in any respect, with respect to the taxability of the sums which have been or will be received by Releasor. It is hereby expressly understood and agreed that Releasor is fully and exclusively responsible for complying with the tax laws of the United States or any state and that Releasor shall make no claim or demand in the future upon Releasee in any respect, including the issue of taxability of the benefits to be paid hereunder. Subject to the above, it is understood that the amounts paid pursuant to this

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settlement represent compensation for personal injuries as contemplated by IRS Code Section 104(a)(2).

This Release shall be binding upon Releasors' heirs, successors, personal representatives and assigns.

Dated this 4th day of May, 2012.

CAUTION! READ BEFORE SIGNING

Arnie Stahl PR of Lillian Stahl

ARNIE STAHL, Releasor
Personal Representative of the Estate of Lillian Stahl
and Representative of the Heirs of Lillian Stahl

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this 4th day of May, 2012, before me, a notary public for the State of Montana, personally appeared ARNIE STAHL, known to me to be the person named in the foregoing Release, and acknowledged to me that he voluntarily executed the Release.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(NOTARY SEAL)



Laurie L. Sweeney
Printed Name: Laurie L. Sweeney
Notary Public for the State of Montana
Residing at: Lewistown, MT
My Commission expires: 6-20-12