

# RELEASE OF PROPERTY DAMAGE CLAIM

File No: 980266

Claims Administrator: Pamela

## KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, Town of Avon Police Department, being of lawful age, for the sole consideration of the costs to repair accident related damages to the subject vehicle, 2020 Chevrolet Tahoe, bearing VIN , with payment made directly to the repairing facility, Champion Chevrolet, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **General Motors LLC (GM), ESIS Inc., and all GM dealerships**, and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, excluding claims for bodily injury and related medical expenses, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the accident, or event which occurred on or about 2/25/22 at or near Avon, IN.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The parties intend for this Agreement to be interpreted and effectuated so as to give GM the maximum protection allowed by law from claims, including contribution and indemnification claims, which relate to the subject matter. In accordance with the applicable law, this Agreement shall discharge GM (and its employee) and the Released Parties from all liability for contribution to any other tortfeasor. In addition, claimant(s) agrees to indemnify and hold the Released Parties harmless against any future or further exposure or payment with reference to the matters set forth in this Agreement, including, but not limited to, any litigation or claim, however presented, which may hereafter be instituted, presented or effected by or on behalf of claimant(s); or any relation, former spouse, friend, heir and/or beneficiary of claimant(s); or by any person seeking contribution, subrogation or indemnification in connection with the payment being made. It is understood that the intent of this Agreement is that claimant(s) will protect and hold the Released Parties harmless from any future or further payments or exposure with regard to the matters addressed in this Agreement.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not mere recital.

It is further understood that this settlement is a confidential settlement, the terms of which will not be disclosed to any third person except as required by law. RELEASOR and his attorneys and representatives shall make no written or oral disclosure of any nature relating to this Agreement to any person or entity not a party to this litigation, except for disclosure to accountants and for tax matters, disclosure of safety related information (excluding the terms, and conditions, and amount of this settlement) to government and/or regulatory entities, or as otherwise required by law. Nothing in this Agreement shall be construed as preventing the parties from cooperating with any government investigation. Releasing Party also agrees that he/she will not take any action or make any statements, verbal or written, to any third-party that disparage or defame Released Party.

**ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.**

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

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### CAUTION: READ BEFORE SIGNING

\_\_\_\_\_  
Witness

X \_\_\_\_\_ LS  
AUTHORIZED REPRESENTATIVE OF  
TOWN OF AVON POLICE DEPARTMENT

\_\_\_\_\_  
Witness

X \_\_\_\_\_ LS

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person(s) named herein and who executed the foregoing Release and he acknowledged to me that he voluntarily executed the same.

My term expires \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
Notary Public