

## RELEASE AND INDEMNITY AGREEMENT

### RECITALS:

**WHEREAS**, Sarah Ackman ("Ackman") filed suit against Kevin Hallmark and Williamson County ("Defendants") in the 395<sup>th</sup> Judicial District Court of Williamson County, Texas, Cause Number 20-1151-C395, and styled *Sarah Ackman vs. Kevin Hallmark and Williamson County*, alleging injuries and damages as a result of a motor vehicle accident on or about July 1, 2019.

**WHEREAS**, Kevin Hallmark and Williamson County deny Ackman's allegations, and deny liability or that they are in any way responsible for Ackman's claimed damages, if any, but have offered to pay unto Sarah Ackman, solely by way of compromise and settlement, and Sarah Ackman has agreed to accept, by way of compromise and settlement, the total sum of **SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, as full settlement of all claims asserted or that could be asserted against Kevin Hallmark and Williamson County, whether such claims have in fact been asserted.

### RELEASE:

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That I, Sarah Ackman, on behalf of my heirs, assigns, administrators, legal representatives, and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, to be paid as described above, the receipt of which is hereby acknowledged, does hereby enter into this agreement ("Agreement") and **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, any and all of its elected officials, employees, agents, and any other representatives of Williamson County, and any and all other insurers, attorneys in fact, the law firm of GERMER PLLC, Kevin Hallmark, and any other person or entity, though not named herein, who may be legally liable to me, or against whom claims could have been asserted by me, as a result of the above-mentioned incident ("Released Parties"), from any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action of any type, kind and character, statutory, equitable or at common law, arising directly or indirectly from or by reason of the above alleged incident, including, but not limited to, any claims of negligence, gross negligence, negligent entrustment, premises liability, intentional tort, and any other claim or cause of action arising under any constitution, statute, or common law that I could have asserted as a result of the above-described accident. I intend this Release to be as broad and comprehensive as possible, and to encompass any claims I presently have, or may acquire or discover in the future. Without limitation, I further acknowledge that this Release encompasses all claims for any type, kind, and character of damages or injuries, whether now or hereafter recognized by law, including, but not limited to, incidental and consequential damages; punitive damages; penalties or fines; attorneys' fees; pre-judgment interest; financial and pecuniary damages such as property damage, lost wages, loss of earning capacity, loss of income, loss of inheritance, medical expenses, and loss of profits; and intangible damages such as pain and suffering, mental anguish, distress, embarrassment, humiliation, inconvenience, disfigurement, and physical impairment, medical expenses, and loss of society, services, felicity, support, advice, counsel, love, help, solace, affection, guidance,

counseling, household help, companionship and protection, comfort, inheritance, enjoyment of life, familial relationship and consortium.

It is the intention of the Parties to this Release that the consideration stated herein fully and completely compensate for all injuries and damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the above-described accident. It is my intention and understanding that, by this Release, I reserve no claims against anyone in any way affiliated with the Released Parties, whether named or unnamed, arising out of the above-described accident.

In entering into this compromise, I acknowledge that I have relied fully upon my knowledge and information as to the extent and duration of the damages and expenses received, and that I have not been influenced by any representations made by or on behalf of Kevin Hallmark and Williamson County. I acknowledge that it is possible that I may subsequently incur, discover, develop, or sustain damages or expenses of which I am not aware at this time, or which are not foreseeable or in existence at this time, and I acknowledge that this Agreement is intended to extend to and cover such future damages or expenses which I may incur, discover, develop, or sustain. I further represent that my attorney has explained the terms and effect of this Agreement to me, and that understanding such terms, I desire to accept same and enter into this Agreement.

Only the consideration stated herein has been paid or agreed to be paid for this Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims which I may have by virtue of the damages and expenses described.

**I UNDERSTAND THAT I WILL RECEIVE NO MORE MONEY THAN THAT LISTED ABOVE FROM KEVIN HALLMARK OR WILLIAMSON COUNTY AS A RESULT OF THE INCIDENT DESCRIBED ABOVE.**

**INDEMNITY:**

**I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD AND SAVE HARMLESS (AT MY SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND LIENS WHICH MAY BE ASSERTED AGAINST THEM BASED UPON ANY MEDICAL, PSYCHOLOGICAL, OR THERAPEUTIC EXPENSE, LIEN OR SUBROGATION INTEREST, OR ANY FEDERAL, STATE, OR LOCAL TAX LIEN OR SUBROGATION INTEREST, OR ANY PERSON OR ENTITY ASSERTING CLAIMS BY, THROUGH OR UNDER ME.**

**ASSIGNMENT OF CLAIMS:**

I represent that I have not assigned, transferred, or pledged to any person or entity an interest in the claims made the subject of this Agreement.

### **ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:**

The recitals mentioned herein are contractual and are not mere recitals. This Agreement shall not be offered, exhibited, tendered or admitted for any purpose or matter of proof in any lawsuit, administrative or other proceeding now pending or subsequently filed against the Released Parties, except that the Released Parties may plead and introduce any or all of this Agreement as a bar and discharge or to enforce the Agreement. Nor shall this Agreement or any part hereof be construed or used as an admission of liability on the part of the Released Parties. It is acknowledged that the Released Parties vigorously dispute liability in this case.

### **MEDICARE LIEN AND INDEMNIFICATION**

As to any future Medicare liens, if any, I expressly represent that any Special Needs Trust or Medicare Set Aside (MSA) will be funded solely by me out of the proceeds of this settlement, and I agree to be solely responsible for any future medical expenses related to this claim. Released Parties and their insurers have offered to set aside a portion of this settlement to cover future claim-related medical expenses, but I expressly reject any such retention of funds by the Released Parties. I acknowledge that as a consequence of this settlement, Medicare may refuse to pay for future claim-related medical expenses.

I assume full and complete responsibility for ensuring compliance with the Medicare Secondary Payer Statute and all other related Medicare laws and regulations except for the duty of a Responsible Reporting Entity to report under 42 U.S.C. section 1395y(b)(8). I agree to defend, indemnify and hold harmless Released Parties from and against any existing or subsequently discovered claims by any Medicare entity arising out of past or future medical expenses related to this claim, including penalties, interest, and attorneys' fees. I further agree to indemnify and hold harmless Released Parties from any cause of action against them related to our claims for Social Security benefits or any other form of government benefits, including penalties, interest and attorneys' fees. I also expressly release any future claims against Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

**CONTROLLING LAW:**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This Agreement is performable in Williamson County, Texas.

**COPIES MAY BE USED AS ORIGINALS:**

The Parties agree that upon full and complete execution of this instrument, photocopies of the executed Agreement may be used as originals.

**CAUTION: BEFORE SIGNING, READ THIS DOCUMENT CAREFULLY. THIS IS FULL, COMPLETE, AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS THAT WERE OR COULD HAVE BEEN ASSERTED AGAINST THE PARTIES RELEASED AND YOU WILL NOT RECEIVE ANY MORE MONEY.**

**[SIGNATURE PAGE FOLLOWS]**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 02/04/2021 \_\_\_\_\_, 2021.

Sarah Ackman  
SARAH ACKMAN

THE STATE OF TEXAS

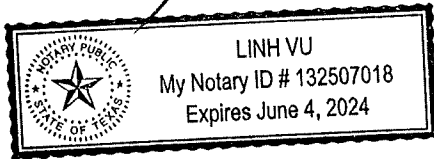
COUNTY OF

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BEFORE ME, the undersigned authority, on this day personally appeared Sarah Ackman, known to me to be the person whose name is subscribed to the foregoing Agreement acknowledged to me that she executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of February, 2021.



[Signature]  
Notary Public, State of Texas

My Commission Expires: June 4 2024

**AGREED AS TO FORM:**

SANDOVAL & JAMES, PLLC

LAUREN SPENCER