

## **RELEASE AND SETTLEMENT AGREEMENT**

THIS AGREEMENT made this day by and among Cari Roberts (hereinafter "Roberts") and the Town of Munster and Munster Municipal Center Corporation (hereinafter collectively the "Munster Defendants").

### **WITNESSETH:**

**WHEREAS**, there is now pending in the Lake County Superior Court, Room Four a lawsuit entitled Cari L. Roberts v. Town of Munster and Munster Municipal Center Corporation, cause number 45D04-2105-CT-000479 (hereinafter the "Case"); and,

**WHEREAS**, the Case arises out of a dispute between the parties regarding an alleged personal injury tort that occurred on February 6, 2020 at Centennial Park in Munster, Indiana; and,

**WHEREAS**, the matters in controversy between the parties have been resolved to the satisfaction of all parties and the parties are desirous of entering into this mutual Release and Settlement Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by all parties, the parties hereto agree as follows:

1. Concurrently with the execution of this Agreement, Roberts will receive from the Munster Defendants the sum of fifty-five thousand dollars (\$55,000.00), the receipt of which is hereby acknowledged.

2. Roberts fully and finally releases and discharges the Munster Defendants, including its assigns, partners, shareholders, directors, officers, members, agents, and representatives, together with all persons, firms, and corporations from any and all claims, losses, damages, costs, expectations, interests, 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 alleged personal injury tort that occurred on February 6, 2020 at Centennial Park in Munster, Indiana, all of which are denied and disputed by the Munster Defendants.

3. Roberts recognizes that all damages and losses may not now fully be known, and hence may be more numerous or more serious than is now understood and expected; however, Roberts agrees in further consideration for this Agreement that this Release applies to all injuries, damages, and losses arising out of the allegations made in this case, even though now unanticipated and unexpected and unknown, as well as all damages and losses which have already developed and are now known or anticipated. It is the intent of the parties to extinguish any and all claims that Roberts may have against the Munster Defendants.

4. All parties agree that they are entering into this Agreement for the purpose of amicably resolving this case, and that the Munster Defendants are not admitting fault or liability in this matter by entering into this Agreement.

5. Roberts further acknowledges, warrants, and agrees to satisfy all liens, reimbursement rights, subrogation interest or claims, including automatic liens or obligations created by federal and/or state law, of medical assistance, Medicare, Medicaid, child support, income tax, and any doctor, hospital, insurance carrier, non-profit hospital and medical service organization, state or governmental agency, attorney or any other person, firm or corporation, which have been made or may be made in the future against the payments described in this Release and Settlement Agreement; and Roberts further agrees to hold the Munster Defendants harmless, and to defend and indemnify the Munster Defendants against any suits, claims, cross-claims, judgments, costs or expenses of any kind, including attorney's fees, arising from assertion of any such lien, reimbursement right, subrogation interest or claim.

6. Roberts further agrees to hold the Munster Defendants harmless from, and to defend and indemnify the Munster Defendants against, any now pending or subsequently initiated suits, claims, judgments, costs or expenses of any kind, including attorney's fees, contribution, and/or indemnification by any other person or organization (or for subrogation by an insurer of such person or organization) on account of judgment, assertion or settlement of any claim asserted by or on behalf of Roberts or Roberts' relatives as a result of the injuries or damages allegedly sustained by Roberts and arising out of the above described occurrence.

7. Roberts hereby acknowledges and assumes all risk, chance or hazard that the said damages may be or become permanent, progressive, greater, or more extensive than is now known, anticipated or expected.

8. 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 determination of the parties in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. § 1395y(b). In the event Medicare required reimbursement related to future medical treatment, this would be the sole responsibility of Roberts.

9. No promise or inducement which is not herein expressed has been made to Roberts or the Munster Defendants, and in executing this Release and Settlement Agreement, Roberts does not rely upon any statement or representation made by the Munster Defendants, or by any agent, physician, doctor or any other person representing the Munster Defendants, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

10. Roberts acknowledges that the payment of said sum is not to be construed as an admission of liability by the Munster Defendants, who disputes any liability to Roberts,

but that said payment is made and accepted in full accord and satisfaction of, and in compromise of, a disputed claim and for the purpose of terminating a dispute or litigation between the parties.

11. Roberts agrees to execute all necessary documents to effectuate the settlement, including the filing of a Motion to Dismiss with Prejudice the claims against the Munster Defendants, in the above referenced case.

12. In the event that a party to this Agreement shall default on any of the terms and provisions herein, any other party may initiate legal proceedings as a result thereof, and the prevailing party in said litigation shall be entitled to recover reasonable attorney fees and expenses therein.

13. This Agreement constitutes the entire understanding between the parties related to the subject matter hereof, supersedes all prior written and/or oral agreements, and may be modified only by a separate written instrument signed by the parties hereto.

14. This Agreement shall be governed by and construed in accordance to the laws of the State of Indiana.

15. Roberts further states that ~~he~~<sup>she</sup> has carefully read the foregoing Release and Settlement Agreement and knows and understands its contents and that ~~he~~<sup>she</sup> signs it as ~~his~~<sup>her</sup> own free act.

**IN WITNESS THEREOF**, the parties have executed this Release and Settlement Agreement.

Dated this 20<sup>th</sup> day of November, 2022.

Cari L. Roberts  
CARI L. ROBERTS

[Signature]  
TOWN OF MUNSTER

By: David Westland

[Signature]  
MUNSTER MUNICIPAL CENTER  
CORPORATION

By: David Westland



Section III

Cari Roberts

Claimant Name (Please Print)

Claim Number

For the reason(s) listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating obligations as a beneficiary to assist Medicare in coordinating benefits to pay my claims correctly and promptly.

Reason(s) for Refusal to Provide Requested Information:

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Cari Roberts

Signature of Person Completing This Form

11/21/2022

Date