

RELEASE OF CLAIMS

For the sole consideration of Fifty Thousand Dollars (\$50,000.00), the receipt and sufficiency of which is hereby acknowledged, Linda Buresh, hereby releases and forever discharges the County of Lancaster, Nebraska, its employees, elected officials, departments, insurers, heirs, executors, administrators and assigns, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, arising from the incident involving Linda Buresh and employees of Lancaster County on or about February 24, 2014.

The parties further agree as follows:

1. The County of Lancaster, Nebraska will pay to Linda Buresh the sum of \$50,000.00. Said amount will constitute the full, complete and sole consideration to be given by the County, and the County shall not be liable for any claims and demands for damages, attorney fees, costs, or any other form of consideration otherwise recoverable for claims arising out of Linda Buresh's incident involving employees of Lancaster County on or about February 24, 2014.
2. Both parties acknowledge that this Release is in no way to be construed as an admission of liability on the part of the County of Lancaster, Nebraska as the County denies liability and agrees to this settlement only to avoid further litigation and additional costs.
3. Upon receipt of the funds described in Paragraph 1 above, Linda Buresh will take all necessary actions to dismiss with prejudice any causes of action against the County of Lancaster, Nebraska in *Linda Buresh v. Lancaster County, Nebraska and Lancaster County Sheriff's Department*, Lancaster County District Court Case CI 16-533.
4. Linda Buresh agrees to indemnify and/or hold harmless the County of Lancaster, Nebraska from any liens, subrogation interests, or other demands whether known or unknown arising out of Linda Buresh's incident involving employees of Lancaster County on or about February 24, 2014.
5. Linda Buresh agrees that she is not eligible for Medicare, is not a current Medicare beneficiary, and does not have a reasonable expectation of becoming eligible for Medicare within thirty (30) months after the date of this settlement.
6. Linda Buresh agrees that there are no medical, surgical, or hospital expenses incurred for treatment of the injuries arising out of the events on February 24, 2014 which have been paid by Medicaid and not reimbursed to Medicaid by Lancaster County as a part of this settlement.
7. Linda Buresh agrees that there are no medical, surgical, or hospital expenses incurred for treatment arising out of the events on February 24, 2014 which will remain unpaid after this settlement.

8. The parties hereby declare and represent that no other 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 agreement are contractual and not a mere recital.
9. Further, the parties acknowledge and agree that the terms of this Release have been read, discussed with legal counsel, and are fully understood and voluntarily accepted.

Linda Buresh

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2017.

Notary Public

LANCASTER COUNTY, NEBRASKA,
BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Approved as to form and content this _____ day of _____, 2017.

Approved as to form and content by:
JOE KELLY, Lancaster County Attorney

By: _____
Kayla N. Hathcote, #26040
Deputy Lancaster County Attorney