

FULL AND FINAL GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that I, Gregory Howard Rizer, being of full age and of sound mind for and in consideration of the sum of Sixty Five Thousand (\$65,000) Dollars lawful money of the United States of America to me in hand paid by Officer Kevin Lukart, Borough of Point Marion, Carl Ables, Officer Jay Stutler and Western World Insurance Company (hereinafter "Payors") the receipt whereof is hereby acknowledged, do hereby release and forever discharge the said Payors, and their heirs, successors, and assigns, and all other persons, firms, corporations from any and all liability, claims, causes of action, damage, costs, counsel fees, expenses or demands of any kind whatsoever in law or in equity AND, SPECIFICALLY, FROM ANY CLAIMS OR JOINDERS FOR SOLE LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE, which against the said Payors I ever had, now have, or which I may have in the future, or which my heirs, executors, successors, assigns hereinafter can or may have by reason of any bodily or personal injury, damages to property and the consequences thereof, known or unknown, foreseen or unforeseen, arising or which may arise, as a result of, or in any way connected with incidents occurring in January 2012 and thereafter, in the Borough of Point Marion, and as more fully described in the action at No. 2:12-cv-01012-DSC, in the United States District Court for the Western District of Pennsylvania.

It is further understood and agreed that the acceptance of this sum is in full accord and satisfaction of a disputed claim and the payment of this sum is not to be construed as an admission of liability and liability is hereby expressly denied.

It is further understood and agreed that this is a complete release agreement and that there is no written or oral understanding or agreement directly or indirectly connected with this release and settlement that is not incorporated herein.

I hereby declare that I fully understand the terms of this settlement, that the amount stated herein is the sole consideration for this release and that I have voluntarily accepted the said sum for the purpose of making a full and final compromise and settlement of my said claim.

This agreement shall be construed that wherever applicable, the use of the singular number shall include the plural number and the masculine gender shall be construed to include the feminine or neuter gender.

THE AMOUNT PAID UNDER THIS RELEASE INCLUDES ALL COUNSEL FEES AND COSTS. This is a Full and Final General Release and includes settlement and discontinuance of the action at No. 2:12-cv-01012-DSC.

I will defend, indemnify, and save Payors harmless from and make Payors whole concerning any claim or demand or action of any kind, known or unknown, arising from the incident, including but not limited to any claim for contribution or indemnity, or any claim for subrogation made by or on behalf of any person or entity (including, but not limited to, any physician, health care provider, insurance carrier, union fund, government or government agency) which has or may have provided care or paid benefits to or on behalf of Gregory Howard Rizer on account of personal injury alleged to be or causally related to the incident. I further agree to indemnify and save Payors harmless from and make Payors whole concerning any costs and/or attorneys fees incurred by or on behalf of Payors in adjusting, defending or otherwise responding to any such claim or demand. Finally, I will

pay and satisfy from the payment referred to above and/or from my own resources any liens, charges, fees and costs arising from the provision of medical health care or the payment of any benefits to Gregory Howard Rizer, or on his behalf for any physician, health care provider, insurance carrier, union fund, government, government program, or government agency or other person or entity on account of medical care provided to Gregory Howard Rizer. It is expressly agreed and understood that Gregory Howard Rizer's satisfaction of such liens and claims is part of the consideration for the settlement of this claim.

Not in limitation of the foregoing, it is further understood and agreed that this Release includes settlement of any and all charges, costs, fees, claims paid and unpaid, expenses, liens, and assessments pursuant to federal and state Medicare or Medical Assistance statutes and programs for any and all treatments, medicines, and other benefits to Gregory Howard Rizer's, which have been asserted or may be asserted in the future. I further agree to indemnify and save Payors harmless from and make Payors whole concerning any costs and/or attorney's fees incurred by or on behalf of Payors in adjusting, defending or otherwise responding to any such claim or demand.

**I HAVE READ THE ABOVE, UNDERSTAND THE SAME, AND
AGREE TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS RELEASE
AGREEMENT.**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
4th day of Sept, 2013.

WITNESS: Tammy Johnson

Gregory H Rizer
Gregory Howard Rizer

STATE OF PENNSYLVANIA)

COUNTY OF Allegheny)

SS:

On this 4th day of September, 2013, before me

personally

appeared Gregory Howard Rizer and _____

_____ to me known, and known to be the same persons described and who

executed the above instrument and they acknowledged to me that they executed the same.

Debra F. Weigner

(Official Title)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Debra F. Weigner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 30, 2014

Member, Pennsylvania Association of Notaries