

PROPERTY DAMAGE RELEASE Claim #: ABF2016-0115

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for sole consideration **Five Thousand Nine Hundred Ninety-Six and XX/100 (\$5,996.00)** to be paid to **City of West Lafayette Indiana** do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **ArcBest Corporation, ABF Freight System, Inc., Timothy Turner**, and his, her, their, or its agents, estates, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, 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 or unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the occurrence on or about **January 13, 2016 at 500 South River Road, West Lafayette, IN 47906.**

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 releases deny liability therefore and intend merely to avoid litigation and buy your peace. It is further understood it is the sole responsibility of the payee, and/or their representative, to pay any and all medial bills and liens out of the above settlement amount.

The Undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release it is understood and agree that the Undersigned rely(ies) wholly upon the Undersigned's judgment, belief, and knowledge of the nature, extent, effect, and duration of said injuries and liability therefore, and that the Release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned 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 the Release are contractual and not a mere recital.

The Undersigned acknowledge(s) notice that this settlement is made without written consent of those hereby released and that those parties are not hereby precluded from assertion of a claim against the Undersigned.

CAUTION: READ ENTIRE DOCUMENT BEFORE SIGNING BELOW.

ANY PERSON KNOWINGLY, AND WITH INTENT TO DEFRAUD OR DECEIVE
ANY INSURANCE COMPANY FILES A STATEMENT OF CLAIM CONTAINING ANY
FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF FELONY.

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

Signed, sealed and delivered this _____ day of _____, 2015.

_____	X	_____
witness		Legal Signature
_____		_____
witness		Legal Signature
_____		_____
witness		Legal Signature

STATE OF _____, COUNTY OF _____, on the _____ day of _____, 20____, before me personally appeared _____ to me known to the person(s) named herein and who executed the foregoing Release acknowledged to me that he/she voluntarily executed the same.

(Notary Public) My term expires _____