

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

IN SOLE CONSIDERATION of the total sum of Fifteen Thousand and No/100 Dollars (\$15,000.00), the receipt of which is hereby acknowledged, **Rio Grande Foundation (hereinafter “Releasor”)** does hereby forever release and discharge **City of Albuquerque (hereinafter “Releasees”)**, as a defendant named in the Second Judicial District Court, Bernalillo County, State of New Mexico Cause No. D-202-CV-2020-03054, including, but not limited to, the City of Albuquerque, all of its subdivisions, all persons employed by the City of Albuquerque, whether past employees or current employees, their agents, servants, employees, representatives, insurance companies, attorneys, successors and assigns, of and from any and all claims of whatsoever kind or nature that Releasor has or may have against Releasees for damages to Releasor’s person or property arising out of the IPRA allegations, as more particularly set forth in and alleged in the Complaint filed in Cause No. D-202-CV-2020-03054.

Releasor understands and agrees that the claims herein released specifically include, but are not limited to, all claims asserted individually or which may have been asserted in any pleading filed by or on behalf of Releasor in Cause No. D-202-CV-2020-03054; and in consideration of the payment of the sum recited herein, Releasor agrees that through its attorney, it will cause the said action as it relates to it, and all claims therein asserted on its behalf, to be dismissed with prejudice.

Releasor further understands and agrees that this instrument shall constitute a complete and final discharge of any and all claims that Releasor may have against any party herein released for damages to the person or property of Releasor, including but not limited to damages: for property damage, if any; for personal injury, if any; for past, present and future medical,

hospital and related expenses, if any; for past, present and future mental and physical anguish, pain and suffering, if any; for past, present and future loss of earnings and earning capacity, if any; for past, present and future physical and mental impairment or disability, if any; for punitive or exemplary damages; for claims of violations of civil rights; for interest, costs, and attorney's fees; and for any other claims that Releasor has or may have resulting from or arising out of the incidents referred to in the Complaint filed in Cause No. D-202-CV-2020-03054.

Releasor considers the money now being paid by Releasee as complete settlement of these claims, and accepts same as a full and final settlement of all claims, rights and damages which it may now have or may have in the future against Releasee arising from the incident described in the Complaint filed in Cause No. D-202-CV-2020-03054.

By signing below the signatory stipulates and agrees that for the purpose of the settlement set forth herein that this person is the proper party and has all necessary binding authority to execute this Release in the capacity designated herein. Releasor further understands and agrees to indemnify and hold Releasees harmless against loss, including attorney's fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by or through the Releasor by reason of the matters alleged in the Complaints, any and all damages from those matters and any and all effects or consequences thereof, including, but not limited to, claims that Releasor lacked the capacity or otherwise acted improperly in making this settlement and executing this Release, regardless of whether the Releasees may have been negligent or otherwise acted improperly.

Releasor agrees to indemnify and save harmless the City of Albuquerque, their insurers, agents, employees, servants, successors and assigns from any suit or claim for reimbursement or

subrogation arising out of the occurrence for expenses as a result of the occurrence and to pay any judgment or damages which might be rendered against the City of Albuquerque, it being the intent of this Release in Full to completely and fully terminate any exposure or liability on the part of the parties released by this instrument.

Releasor agrees that the total sum being paid pursuant to this Settlement Agreement and Release is Fifteen Thousand and No/100 Dollars (\$15,000.00), and that Releasor shall determine how said sum should be distributed. Releasor agrees to indemnify and hold Releasees harmless from any claims arising from the distribution of the settlement proceeds.

Releasees have agreed to pay the full mediation fees from the mediation with Judge Jay Harris on June 8, 2021 and will be solely responsible for making payment to Judge Jay Harris for his mediation services of that date.

Releasor understands and agrees that Releasor alone is responsible for any and all past or outstanding bills or debts of whatever nature arising out of the incidents or events more particularly described in this Release.

Releasor further agrees and stipulates that in making this settlement, Releasor has not relied on statements or representations regarding its rights, claims for damages, and nature and extent of injuries, if any, by Releasees or Releasees' agents, attorneys, or representatives. To the contrary, Releasor has considered all of these matters and has relied on its own judgment.

Releasor agrees and stipulates that the payment of the consideration recited herein does not constitute an admission of liability on the part of Releasees, but rather that the payment represents a compromise settlement of a disputed claim for the purpose of avoiding additional costs and expense and the possibility of an adverse verdict at trial. The payment of any amount

pursuant hereto is not to be construed for any purposes as an admission of liability on the part of Releasees, which liability is specifically denied. The terms of this agreement are contractual and not a mere recital. All agreements between the parties are expressed herein.

RELEASOR HAS READ OR HAS HAD READ TO HIM THE FOREGOING INSTRUMENT AND FULLY UNDERSTANDS IT.

Printed Name

DATE

Signature

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2021, for the purpose therein contained by _____.

NOTARY PUBLIC

My Commission Expires:
