

**RELEASE OF CLAIM  
AND INDEMNIFICATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That **NELSON DE LA CRUZ** hereinafter referred to as "first party", for and in consideration of the sum of **Ninety-Five Thousand Dollars (\$95,000.00)** or other valuable consideration, received from or on behalf of the **CITY OF PEMBROKE PINES**, hereinafter referred to as "second parties", the receipt whereof is hereby acknowledged.

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second parties, their agents, servants, employees, and insurers, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second parties, for, upon or by reason of any matter, cause or thing whatsoever, arising from that accident which Plaintiff alleges occurred on or about December 7, 2019 on S.W. 145<sup>th</sup> Terrace near Pembroke Gardens, Pembroke Pines, FL , and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described as De La Cruz v. City of Pembroke Pines, Case No. 20-16460 (Broward Circuit Court).

I represent that all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for the payment of same by any third party, including any Medicare and Medicaid liens or rights for reimbursement, which arose out of the incident sued upon in the aforementioned litigation have been paid in full or will be settled with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second parties for any claims, demands, subrogation rights or liens that may be asserted against the second parties for the above mentioned expenses or losses of the first party.

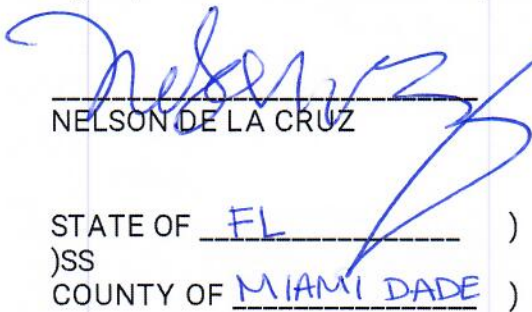
It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and the payment is not to be construed as an admission of liability on the part of the second parties, by whom liability is expressly denied.

I have carefully read the Release of Claim and understand its terms, operation, and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day  
of OCTOBER, 2021.

Release of Claim  
and Indemnification Agreement  
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Signed, sealed and delivered in the presence of:

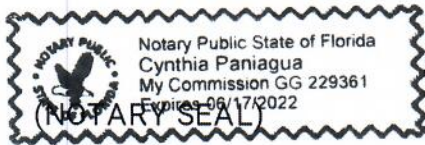
  
NELSON DE LA CRUZ

LUIS MATEO  
WITNESS

STATE OF FL )  
)SS  
COUNTY OF MIAMI DADE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of OCTOBER, 2021, by NELSON DELACRUZ, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida at Large  
Printed Name: Cynthia Paniagua



My commission expires:

This Instrument Prepared By:  
SCOTT D. ALEXANDER  
Johnson, Anselmo, Murdoch,  
Burke, Piper & Hochman, P.A.  
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Fort Lauderdale, FL 33304  
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