

\$280
040292

GENERAL RELEASE

That [full name(s)] TRACY MERRIETT, 2107 W. VILLARD Ave, MILWAUKEE, WI 53209
For and in consideration of the sum of Dollars, (\$ 7806.49) the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge United Water Services Milwaukee LLC, The Milwaukee Metropolitan Sewerage District, The City of Milwaukee, their successors and assigns, insurers and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly or severally liable to the Undersigned, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgements, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORSEEN AND UNFORSEEN bodily and personal injuries, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Undersigned or by any and all other persons, associations and corporations, whether herein named or referred to or not, and especially from all liability arising out of an occurrence on or about May 14, 2004 at or near Milwaukee, WI.

Further, in consideration of the above payment the UNDERSIGNED ALSO EXPRESSLY DECLARES AND AGREES;

(1) That all claims, past, present or future, are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as an admission of liability or responsibility at any time or in any manner whatsoever;

(2) That this release covers and includes all claims several or otherwise, past, present or future, which can or may ever be asserted by any person or persons, as heirs, or otherwise, as the result of injuries or damages as aforesaid or the effects or consequences thereof;

(3) That this full and final release shall cover and include all and any future injuries, or damages not now known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all causes of action therefor;

(4) That the Undersigned will indemnify and hold harmless the said parties released hereby, against loss, including counsel fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by the Undersigned by reason of said occurrence, injuries and/or damages or the effects of consequences thereof;

(5) It is further understood and agreed: That the parties hereby released admit to no liability to the Undersigned nor to anyone whomsoever: that such released parties have not consented, in writing or other form, to this release nor to the settlement to which it is applicable and shall not be thereby precluded nor barred from asserting any claim or cause of action they or any of them may have against the Undersigned or others, that right being hereby expressly reserved to such released parties and to any of them.

In witness whereof, the hand and seal of the Undersigned is set hereunto this

22 NOVEMBER 2004
Day Month Year

X Sign: Tracy Merriett
X Print: Tracy Merriett

Witness: David Brown

04-L-66
SMC