

RELEASE IN FULL OF ALL CLAIMS

I, Robert A. Blazer, of _____, Pennsylvania, in consideration of the sum of One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500.00), the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge Keith Gall, Josh Boll, Alan D. Dale, Justin Tvedt, Mike Varilek, Kiley Franklin, Kimberly Longbrake, Justin Jungwirth, Marissa Mickelson, Heather Kroonje, Patty Dunwoody, Jeremy Johnson, Lance Schnaible, Travis Bentz, Ronnie Ducheneaux, Glenn Bissett, Tammy Richards, Cindy Strongheart, Walworth County, South Dakota, Corson County, South Dakota, and their agents, employees, representatives, subsidiaries, successors, insurers, reinsurers, heirs and assigns (hereinafter referred to as the "Releasees") and any and all other persons and entities, from any and all claims, causes of action and damages of every kind including violation of constitutional rights, whether unanticipated, suspected or unsuspected, including any claim for increased damages pertaining to conditions and consequences flowing therefrom, which I now have or may have, arising out of or in any manner pertaining to any and all losses, injuries, costs, damages or expenses, attorney's fees, or any other expenditure, resulting from or in any way arising out of my detention in the Walworth County Jail and those events set forth in the complaint styled as "ROBERT A. BLAZER, Plaintiff, -vs- KEITH GALL, Corson County Sheriff, in his individual and official capacity; JOSH BOLL, Walworth County Sheriff, in his individual and official capacity; DEPUTY ALAN D. DALE, Deputy at Corson County, SD, individually and official capacity; DEPUTY JUSTIN TVEDT, Deputy at Corson County, SD, individually and official capacity; DEPUTY MIKE VARILEK, Deputy at Corson County, SD, individually and official capacity; JAILER/GUARD KILEY FRANKLIN, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD KIMBERLY LONGBRAKE, Jailer/Guard at Walworth County Jail, individually and official capacity; JUSTIN JUNGWIRTH, Walworth County Jail, SD, individually and official capacity; JAILER/GUARD MARISSA MICKELSON, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD HEATHER KROONJE, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD PATTY DUNWOODY, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD

JEREMY JOHNSON, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD LANCE SCHNAIBLE, Jailer/Guard at Walworth County Jail, individually and official capacity; DEPUTY TRAVIS BENTZ, Deputy at Walworth County Jail, in his individual and official capacity; RONNIE DUCHENEAUX, Jailer/Guard at the Walworth County Jail, in his individual and official capacity; GLENN BISSETT, Jailer/Guard at the Walworth County Jail, in his individual and official capacity; TAMMY RICHARD, Jailer/Guard at the Walworth County Jail, in her individual and official capacity; and CINDY STRONGHEART, Jailer/Guard at the Walworth County Jail, in her individual and official capacity; WALWORTH COUNTY, SOUTH DAKOTA; CORSON COUNTY, SOUTH DAKOTA, Defendants, Case 1:16-CV-01046.”

I understand: (1) That liability is denied by the Releasees, who made no representations, agreements or promises to do or admit to do any act or thing not herein set forth; (2) This settlement is a compromise of doubtful and disputed claims; (3) That the payment to be made pursuant to this settlement is not to be construed as an admission of liability by any of the Releasees; (4) That this Release and the consideration expressed herein, are in full and complete settlement, full and complete satisfaction, and full and complete compensation for any and all claims, demands, and causes of action that Robert Blazer may have against any and all persons, entities, corporations whatsoever such as are classified as joint tort-feasors, including but not limited to the Releasees, resulting from or in any way growing out of the claims set forth in the complaint or any complaint filed in the above-referenced action, and in any related event which may have transpired subsequent thereto or which may transpire in the future in relation to my detention at the Walworth County Jail; and (5) The consideration expressed herein is the sole and only consideration for the execution of this Release.

In executing this Release, I also understand that the terms hereof are contractual and not merely recitals. I also represent and warrant that I am not relying upon any statement or representation made by the Releasees or their agents, employees or attorneys; but, instead, I am relying solely upon my own judgment and the advice of my attorney.

To my knowledge, there may be unsatisfied liens that are claimed, including, but not necessarily limited to, claims for medical liens or liens in regard to attorney’s fees. Nevertheless I

agree, on my own behalf, to indemnify and hold the Releasees harmless for any and all claims, causes of action or demands based upon any such liens which may hereafter be made against the Releasees, arising out of the events detailed in the complaint filed in the above encaptioned action and any related events bearing upon the same subject matter which may have transpired subsequent thereto or which may transpire in the future. I further agree that this release includes compensation for all attorney's fees in relation to this action. I agree that none of the funds to be distributed by the Davenport, Evans, Hurwitz & Smith Trust Account may be disbursed until any liens are resolved.

I am unaware of any subrogation claims that may be made with respect to this settlement; however, I agree that I will pay and satisfy the same, if any; and that I will indemnify and hold the Releasees harmless from any and all subrogation claims which may be made.

I further agree that the action styled "ROBERT A. BLAZER, Plaintiff, -vs- KEITH GALL, Corson County Sheriff, in his individual and official capacity; JOSH BOLL, Walworth County Sheriff, in his individual and official capacity; DEPUTY ALAN D. DALE, Deputy at Corson County, SD, individually and official capacity; DEPUTY JUSTIN TVEDT, Deputy at Corson County, SD, individually and official capacity; DEPUTY MIKE VARILEK, Deputy at Corson County, SD, individually and official capacity; JAILER/GUARD KILEY FRANKLIN, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD KIMBERLY LONGBRAKE, Jailer/Guard at Walworth County Jail, individually and official capacity; JUSTIN JUNGWIRTH, Walworth County Jail, SD, individually and official capacity; JAILER/GUARD MARISSA MICKELSON, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD HEATHER KROONJE, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD PATTY DUNWOODY, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD JEREMY JOHNSON, Jailer/Guard at Walworth County Jail, individually and official capacity; JAILER/GUARD LANCE SCHNAIBLE, Jailer/Guard at Walworth County Jail, individually and official capacity; DEPUTY TRAVIS BENTZ, Deputy at Walworth County Jail, in his individual and official capacity; RONNIE DUCHENEAUX, Jailer/Guard at the Walworth County Jail, in his individual and official capacity; GLENN BISSETT, Jailer/Guard at the Walworth County Jail, in

his individual and official capacity; TAMMY RICHARD, Jailer/Guard at the Walworth County Jail, in her individual and official capacity; and CINDY STRONGHEART, Jailer/Guard at the Walworth County Jail, in her individual and official capacity; WALWORTH COUNTY, SOUTH DAKOTA; CORSON COUNTY, SOUTH DAKOTA, Defendants, Case 1:16-CV-01046” filed in United States District Court, District of South Dakota, Northern Division, shall be dismissed, on the merits, with prejudice and without costs; and that a judgment of dismissal shall be entered accordingly, I further authorize my attorney to sign a stipulation to dismiss the action described herein. I further acknowledge that the sum paid in regard to this Release is all encompassing concerning my attorney’s fees and costs.

I also understand that this Release shall bind me and shall inure to the benefit of the Releasees and any and all other persons and entities released herein.

As consideration for the terms set forth herein, and at the request of the undersigned, Releasees agree to issue payment in the amount of \$117,500.00 to the Davenport, Evans, Hurwitz & Smith Trust Account and such payment may be made by multiple drafts and may be apportioned amongst the Defendants as they deem appropriate and may internally agree upon.

The undersigned represents and warrants that he has signed this Release of his own free will and accord; he is competent to execute the Release; he has read the same and has discussed the contents with counsel; that he fully understands and appreciates the character of the Release and the consequences of executing it.

Dated: _____
Robert A. Blazer

Dated: _____ Approved as to form:

Reece Almond