

**GENERAL RELEASE**  
**CLAIM # CHI21525300**

FOR AND IN CONSIDERATION OF the payment to the undersigned the sum of **Seventy-Four Thousand Eight Hundred Eighty-Eight Dollars and Zero Cents (\$74,880.00)**, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **AFICS Inc., as subrogee of CLARK MANAGEMENT, LLC AND MCDONALD'S CORPORATION**, for his/herself, heirs, administrators, executors, estates, successors and assigns hereby fully and forever release, acquit and discharge **THE CITY OF PEORIA AND SEDGWICK** and all of their respective officers, directors, partners, employees, agents affiliated companies, heirs, administrators, executors, insurers, successors, assigns and all other persons, firms, partnerships, corporations and entities (hereinafter, collectively, "Released Parties") of and from any and all actions, causes of action, claims and demands of whatsoever kind or nature on account of, or in any losses and damages incurred, sustained or received by the undersigned, or to their property, resulting from or to result from an occurrence or accident that allegedly occurred on or about **FEBRUARY 17, 2021 at 627 N. Western, Peoria, IL**

It is expressly understood and agreed that this Release is intended to cover and does cover not only all known injuries, losses and damages, but any future injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof. I hereby acknowledge and assume all risk, chance, or hazard that the said injuries or damage may be or become permanent, progressive, greater, or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made to the undersigned, and in executing this release I do not rely upon any statement or representation made by any of the Released Parties or by any agent, employee, physician, doctor, or any other person representing them or any of them, concerning the nature, extent, or duration of said damages or losses or the legal liability therefor.

I understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of any of the Released Parties by whom liability is expressly denied.

The undersigned further declares and represents that there may be unknown or unanticipated injuries resulting from the above stated accident, casualty or event and in the making of this Release it is understood and agreed that this Release is intended to include such injuries.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital. I hereby declare that I fully understand the terms of this settlement; that the amount stated herein is the sole consideration of and for this release and that I voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims for injuries, losses and damages resulting or to result from the above- referenced occurrence or accident.

The sums paid pursuant to this release specifically include payment for any and all liens or claims, by whomever made, for or on account of, property damage deductibles; if any, claims or liens of any subrogee, doctor, hospital and medical service provider; U.S. Government claims or liens;

Department of Public Aid liens and liens or claims for sums paid under any Workers' Compensation Act. I further agree in consideration of payment hereunder, to make payment of any and all liens or claims growing out of the incident in question and to hold harmless Released Parties from any such liens or claims.

I further state that I have carefully read the foregoing release and know and understand the contents thereof; and I sign the same as my own free and voluntary act.

\_\_\_\_\_(SEAL)  
**AFICS Inc., as subrogee of CLARK  
MANAGEMENT, LLC AND MCDONALD'S  
CORPORATION**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_ to me known to be the person(s) named in and who executed the above release and acknowledgement that he/she executed same as his/her own free act and deed.

\_\_\_\_\_  
Notary Public

My term expires \_\_\_\_\_, 20\_\_\_\_.