

## **CONFIDENTIAL GENERAL RELEASE OF ALL CLAIMS**

Claim Number: 90263572

1. This CONFIDENTIAL GENERAL RELEASE OF ALL CLAIMS ("Release"), is made this 29th day of November, 2018, by Elijah Grey , individually, ("Releasor"), being of lawful age, who for sole consideration of One Hundred Dollars and no/100 (\$100)("Settlement Funds"), the receipt and sufficiency of which is hereby acknowledged, does hereby and for his heirs, executors, administrators, successors and assigns release, acquit and forever discharge Rasier LLC, Rasier-CA LLC, Uber Technologies, Inc, James River Insurance Company, Seth Bernsein and all of their respective past, present or future administrators, affiliates, agents, associates, associations, assigns, attorneys, beneficiaries, corporations, directors, divisions, employees, executors, firms, grantees, heirs, independent contractors, insurers/reinsurers, joint venturers, managers, members, officers, parents, partners, partnerships, predecessors, representatives, servants, shareholders, successors, subsidiaries, transferees, trustees, vendees, owners and all persons and legal entities acting by, through, under, or in concert with them, as well as all persons and legal entities who could suffer or sustain liability by, through, or under any of them (collectively "the Released Parties"), from any and all past, present and future claims, liens, causes of action (including any previously filed or claimed), demands, damages, expenses, and compensation whatsoever, whether based on tort, contract, property damage, common law, statute, or any other theory of recovery which Releasor now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, expenses and damages, including but not limited to compensatory damages for and/or punitive damages, arising out of an alleged incident which occurred on or about 11/6/2018 at or near San Francisco (hereinafter "the Incident") . It is the specific intent of the Parties hereto that Releasor releases all claims, causes of action and liens of every kind and nature, including but not limited to, loss of consortium, workers compensation, property damage, personal injury, loss of normal life, wage loss, loss in future earnings, medical pay, past, present and future, known or unknown, which have arisen and may arise in the future against the Released Parties in connection with the Incident.

2. It is understood and agreed that this settlement is in full and final compromise of an uncertain and disputed claim, and neither this release, nor the payment of the consideration described above, shall be construed as an admission of liability of any kind. Moreover, Releasor understands that even if he suffers future losses, damages, disability, suffering or the result thereof, he may never make any claim for more money from the Released Parties, or any affiliated company, in connection with the Incident. In making this settlement, Releasor has relied entirely on his own judgment. No statement made by any representative of the Released Parties has led Releasor to make this settlement.

3. One hundred dollars (\$100.00) of the Settlement Funds as outlined above is intended and accepted as separate and specific consideration for the following:

**3a. Confidentiality.** Releasor, Elijah Grey , shall keep the terms and conditions of this Release completely confidential, including but not limited to any conversations, correspondence and/or other documents, whether or not directly involving the Released Parties, which culminated in this Release. Releasor, Elijah Grey , will not, except to the extent required by law, voluntarily disclose any information concerning the terms and conditions of this Release to anyone other than his legal counsel and accounting or financial advisors provided they first agree to keep the information

confidential and not disclose it to others. By execution of this Release, Releasor also directs his counsel to adhere to terms as stated in this Confidentiality Provision. These confidentiality terms are independent of all other terms or provisions of this Release. Any breach of these confidentiality terms shall not abridge, affect, breach, discharge, impair, void or waive any other terms or provisions of this Release, or any other right or obligation under this Release, all of which shall survive and remain in full force and effect notwithstanding any breach of this Confidentiality Provision. By execution of this Release, all parties affirm that they have not previously disclosed the terms of the Release or the value of the Settlement Funds to any person or entity in violation of this Section. Nothing in this Release is intended to or does restrict or limit cooperation with or provision of information to any federal, state or local government agency.

**3b. Non-Disparagement.** Releasor agrees that he will not take any action or make any statements, verbal or written, to any third-party that disparage or defame the Released Parties. By execution of this Release, Releasor also directs his counsel to adhere to terms as stated in this Non-Disparagement Provision specifically with regard to the Incident.

4. Governing Law. Regardless where executed, this Release shall be deemed to have been made and performed in California. All rights arising under this Release, and all disputes and controversies arising from or in connection with this Release, shall be governed by and determined in accordance with the internal substantive and remedial laws of California only, and without regard for any choice of laws rules.

5. Indemnity and Hold Harmless. IN CONSIDERATION OF THE PAYMENT OF THE SUM INDICATED ABOVE, RELEASOR FURTHER AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE RELEASED PARTIES HEREIN FROM ANY AND ALL FURTHER OBLIGATION OR LIABILITY WHATSOEVER TO ANY OTHER PERSON OR ENTITY CLAIMING TO HAVE AN INTEREST IN THE RELEASOR'S CLAIMS ARISING OUT OF THE ALLEGED INCIDENT AND MADE THE SUBJECT OF THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR SUBROGATION, CONTRIBUTION, INDEMNITY OR VICARIOUS LIABILITY, LIENS OF ANY KIND, FEES, COSTS, EXPENSES OR INTEREST. Releasor expressly represents and warrants that no portion of any claim, demand, or cause of action that he has or might have arising out of or connected to the Incident has been assigned or transferred to any other person or entity. In any event, Releasor agrees to satisfy all outstanding liens and/or encumbrances (if any), or otherwise obtain release of the same, and further agrees to indemnify, hold harmless, and if requested by the Released Parties, defend the Released Parties from any and all claims of liens or other encumbrances related to this Release.

6. Releasor acknowledges that the injuries made the subject of this release are or may be permanent and that recovery therefrom is uncertain and indefinite. In making this release, it is understood and agreed that Releasor relies wholly upon his judgment, belief, and knowledge as to the nature, extent, effect, and duration of said injuries, and liability therefore. Releasor further acknowledges that he is not acting in reliance upon any statement or representation of the Released Parties or any representative or agent thereof.

ELIJAH GREY EXPRESSLY WAIVES AND RELINQUISHES ALL RIGHTS AND BENEFITS AGAINST THE RELEASED PARTIES AFFORDED BY SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND DOES SO UNDERSTANDING AND ACKNOWLEDGING THE SIGNIFICANCE AND CONSEQUENCE OF SUCH SPECIFIC WAIVER OF SECTION 1542. SECTION 1542 READS AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

7. Releasor acknowledges that the Released Parties retain all rights of recovery pursuant to the terms of the policy referenced above, and agrees that he will do whatever is required to assist in the exercise of those rights and will do nothing to prejudice those rights. Releasor declares and represents that no promise, inducement or agreement not herein expressed has been made to Releasor, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

PLEASE READ CAREFULLY. THIS RELEASE AND GENERAL RELEASE OF CLAIMS INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS. RELEASOR HAS READ THIS RELEASE, IS OF LEGAL AGE AND MIND TO EXECUTE IT, KNOWS AND UNDERSTANDS AND ACCEPTS EACH OF ITS TERMS, AGREES TO BE FULLY BOUND BY IT, AND SIGNS THE SAME UNDER HIS OWN FREE WILL.

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Releasor's Name (printed)

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Releasor's Signature