

RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, Lori Harding (the “**First Party**”), for and in consideration of the sum of Six Thousand Seven Hundred and NO/100 (\$6,700.00) Dollars, received by or on behalf of Coral Ridge Presbyterian Church, Inc., a Florida Not-for-Profit corporation, (hereinafter, “**Second Party**”):

HEREBY release, acquit, and forever discharge Coral Ridge Presbyterian Church, Inc, a Florida Not-for-Profit corporation, its administrators, successors, assigns, insurers, agents, attorneys, employees, officers, directors, and representatives of the Second Party from any and all manner of claims, actions, causes of action, suits, damages and demands, whether compensatory or punitive, of whatever nature or form, in tort, contract or by statute, that the First Party ever had or now has against said Second Party, including any and all claims that in any way may arise out of the former employment of the First Party with the Second Party from April 12, 2009 to March 13, 2014 or the First Party’s termination of employment from the Second Party on March 13, 2014, that are or could be brought against Second Party.

All terms and conditions of this Agreement shall remain confidential and shall not be disclosed to a third party absent prior written consent from the parties to this Agreement or by court order. Notwithstanding this, the terms of this Agreement may be disclosed to Coral Ridge Presbyterian Church, Inc, a Florida Not-for-Profit corporation’s Attorneys, Accountants, CPAs, Board Members, and its insurers, and any other employees that Second Party’s General Counsel deems necessary to disclose the terms to as part of the course of business of Second Party.

The First Party will hold the Second Party harmless and indemnify the Second Party from any and all existing, or potentially existing, liens or other claims which any person or entities may have on the damages sought in connection with the claims being released. The Second Party shall have no liability whatsoever for any claims or liens of any kind or nature, including but not limited to liens for all medical bills, hospital bills, claims, insurance liens, or other liens, or subrogated interests, and to the extent any such claims are subsequently raised by any person, entity, or agency, in any way arising out of the matters set forth herein by First Party against Second Party. To the extent that any such claims are subsequently raised, the First Party agrees to hold the Second Party harmless and indemnify it against any claims in any way related to the subject matter of this Release, including but not limited to all liability relating to any such claims or liens, specifically any medical bills, hospital bills, claims, insurance liens, without limitation, and attorneys’ fees, costs and expenses incurred by Second Party in defending against the same.

The First Party shall agree that all known liens or other claims of third parties, which any person or entities may have arising out of the First Party’s claims or potential claims in this matter, including but not limited to, all medical bills, hospital bills, claims, insurance liens, or other liens, or subrogated interests, will be satisfied and extinguished by the First Party.

The First Party acknowledges and represents that they are entering into this Agreement in good faith and with the intention of performing all obligations herein.

It is understood and agreed that the payment or payments of the aforesaid consideration in full and final settlement of this matter is the compromise of a doubtful and disputed claim or claims, and that the payment or payments made by the Second Party are not to be construed as an admission of liability on the part of all parties hereby released, by all of whom liability is expressly denied.

The consideration set forth above constitutes and is received by the First Party as full and final satisfaction of any and all claims against the Second Party released herein.

The Second Party agree to provide payment to the First Party within ten (10) days of receipt of the fully executed Release.

To secure this Release and the aforesaid consideration, the undersigned First Party hereby declare that they are of legal age and that they rely wholly upon their own judgment, belief and knowledge of the nature, extent, and duration of any damages that no representations or statements about any such claims, past, present or future, made by any agent, adjuster, attorney, or employee of the parties, or their insurers, have influenced the undersigned in making or inducing the undersigned to enter into this Agreement.

It is further acknowledged that there is no agreement or compromise on the part of the parties to do or omit to do any act or thing not herein mentioned and that the within consideration is in full and complete satisfaction of any and all claims brought by the undersigned First Party against said Second Party, as referenced in this Release.

The First Party agrees not to communicate the terms, conditions, or contents of this Release to any person or entity in any manner, whether directly or indirectly, except that the First Party may communicate the terms of this Release to their spouse, financial advisors and legal counsel, each of whom shall be advised before such disclosure that the terms of the Release shall not be disclosed by them to any person, unless required by law.

The First Party represents, covenants and agrees that they will not at any time after the date this release is executed, through any medium, either orally or in writing, including, but not limited to, electronic mail, television or radio, computer networks or Internet bulletin boards, blogs, social media, such as Facebook, LinkedIn, or Twitter, or any other form of communication, disparage, defame, impugn, damage or assail the reputation, or cause or tend to cause the recipient of a communication to question the business condition, integrity, competence, good character, or professionalism of the Second Party or its directors, officers, employees, volunteers, services or ministry practices, as applicable, whether by virtue of the Release or any of the details covered by this Release. Any disclosure of the underlying facts of the Release by or on behalf of the First Party shall be made in a generic format referring to the Second Party as "the Church", or a staff or ministerial member of the Second Party as "a Church leader".

This Release contains the entire understanding of the parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by all parties hereto which writing shall specifically reference this Agreement.

This Release is severable and, if any part hereof is determined by a court of law to be illegal, void or against public policy, all other provisions herein shall remain in full force and effect.

This Agreement shall be governed by the laws of the state of Florida, and it is agreed that the proper venue to enforce its terms is exclusively in Broward County, Florida.

**THIS SPACE LEFT BLANK INTENTIONALLY
SIGNATURE IS ON THE FOLLOWING PAGE**

I HAVE READ THIS RELEASE AND HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN.

Signed, sealed, and delivered on this the ____ day of _____, 2021.

Lori Harding, Individually

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments and administer oaths, by means of physical presence online notarization, Lori Harding, who is (____) personally known to me, or (____) who produced _____ as identification and who took an oath.

WITNESSETH my hand and official seal and affix my seal this ____ day of _____, 2021.

NOTARY PUBLIC, State of Florida

Printed: _____

My Commission Expires: