

RELEASE OF ALL CLAIMS

For and in consideration of CERECARE CLINICAL SERVICES, LLC's ("Cerecare") execution and delivery of the **June __, 2022 Amendment to the Washoe County Purchase Order Contract No. 550024839 dated April 6, 2020**, involving Washoe County's purchase of 5,000 COVID-19 test kits and testing services related thereto from Cerecare (the "Contract"), the receipt of which is hereby acknowledged, WASHOE COUNTY and its agents, representatives, successors and assigns, hereby releases, acquits and forever discharges CERECARE and their agents, representatives, successors, assigns and heirs of and from any and all actions, causes of action, claims, demands, costs and expenses existing either directly or indirectly on account of or in any way arising out of or connected with any and all known or unknown causes of action, claims, demands, damages, losses or liabilities of any character, and claims for relief of every kind and nature whatsoever, known and unknown, including those arising from the Contract, the COVID-19 test kits and the testing services related thereto.

In making this Release, it is understood and agreed that the claims of the parties are extinguished and the parties specifically warrant and represent that in so doing, they have been fully advised and represented by legal counsel of their own independent selection. The parties further represent that they have not been influenced whatsoever in the making of this Release by any representation or statement regarding the matters set forth here, or in any other matter, made by any person, individual or corporation, or any agent, employee, servant or representative thereof, who is hereby released, or by any persons representing any of them.

It is expressly understood that this settlement is a compromise of a disputed claim and that receipt of the above mentioned consideration is not to be construed as an admission or acknowledgement of liability or responsibility on the part of Cerecare, such liability being expressly denied.

The parties further declare that this entire Release has been carefully read and the contents are fully known and understood by them, and that the same is signed as a free and voluntary act and they understand that this is a Release for all claims arising from the Contract, the COVID-19 test kits and the testing services related thereto, and for all alleged damages incurred in relation to the foregoing test kits and/or testing services related thereto, and it is Washoe County's express intention to waive, release and discharge any and all claims or causes of action of any and all character against Cerecare in relation to the Contract, the COVID-19 test kits and the testing services related thereto.

[signatures on following page]

This Release contains the entire agreement between the parties, the terms of the Release are contractual and not in recital, and this document is to be construed as a complete release.

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY**

Vaughn Hartung, Chair

Date: _____

ATTEST:

Washoe County Clerk

CERECARE CLINICAL SERVICES

Del Marting - Manager/Member

Date: _____