

CONFIDENTIAL GENERAL RELEASE OF ALL CLAIMS

The undersigned, Richard McNamara, individually and in his representative capacity as guardian for Hunter Wanca, a minor, (the "Releasing Party"), in consideration of the promises and conditions described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for himself and his heirs, spouse, wards, including Hunter Wanca, executors, attorneys, successors and assigns, and any other person or entity claiming by or through any of them, does hereby release, acquit, hold harmless and forever discharge Reedy Creek Improvement District and the Central Florida Tourism Oversight District (collectively "RCID"), its past, current and future elected officials, directors, board members, supervisors, officers, executives, employees, insurers, taxpayers, representatives, municipalities, including, the cities of Lake Buena Vista and Bay Lake, attorneys, agents, administrators and any person or entity acting by or through any of them (collectively, the "Released Parties"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, judgments, awards, liens (including, without limitation, Medicare and other medical liens), losses, liabilities, expenses, attorneys' fees and compensation whatsoever, whether known or unknown, fixed or contingent, liquidated or unliquidated, accrued or unaccrued, in law or in equity, of any nature and kind, which the Releasing Party now has, may have, or which may hereafter accrue for, upon, or by reason of any act, omission, matter or thing whatsoever occurring from the beginning of time through the date of this Release.

This General Release of All Claims (this "Release") specifically includes, but is not limited to, any claims, actions, and causes of action that the Releasing Party asserted or could have asserted against the Released Parties in the lawsuit filed in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, Case No. 2022-CA-010731 (the "Lawsuit"), and all unknown and unanticipated injuries and damages resulting from any accident, incident, casualty, omission, or event, as well as to those now known and disclosed. The Releasing Party agrees to voluntarily dismiss the Lawsuit with prejudice immediately upon receipt of the Settlement Funds below, with each said party bearing their own respective attorneys' fees and costs.

Settlement Funds. Within thirty (30) business days after receipt of this Release fully executed as well as any and all documents and information necessary to effectuate payment including any W9 forms requested by RCID, RCID will pay the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Settlement Funds") for the benefit of Richard McNamara, individually and in his representative capacity as guardian for Hunter Wanca, a minor.

No Admission of Liability. It is understood and agreed that any claims asserted by the Releasing Party are disputed by RCID and that the settlement of any claims, any payment made in connection with this Release, and the terms of this Release shall not be construed as an admission of liability on the part of RCID or any of the other Released Parties.

Medicare, Conditional Payments and Administration. It is not the purpose of this Release to shift responsibility of any medical care arising from this matter to the Medicare program pursuant to 42 U.S.C. § 1395y(b). Instead, the settlement made in connection with this Release is intended to resolve a disputed claim. The Releasing Party has been advised and fully understands that, if applicable, conditional payment information has been or may be requested from the Centers

for Medicare and Medicaid Services ("CMS") and that said conditional payments, if any, are the responsibility of the Releasing Party, or his representatives, and must be satisfied out of the Settlement Funds made in connection with this Release. The Releasing Party fully understands all CMS memoranda and CMS requirements on future medical information and has elected to receive the Settlement Funds paid in connection with this Release without a formal allocation to be set aside and to pay for future medical benefits. The Releasing Party acknowledges, agrees and understands that any present or future action or decision by CMS or Medicare on any allocation, or on the Releasing Party's eligibility or entitlement to Medicare or Medicare payments, will not render this Release void or ineffective, or in any way affect (i) the finality of the settlement, (ii) the release of the Released Parties, or (iii) the confidentiality requirement made in connection with this Release. The Releasing Party may have received medical items and services which were paid or may have been paid by Medicare and acknowledges that payment to satisfy these items and services must be reimbursed solely from the Settlement Funds being paid in exchange for this Release and the Released Parties shall not be responsible for any such reimbursement.

Indemnity and Hold Harmless. The Releasing Party agrees and covenants to defend, release, indemnify and hold harmless the Released Parties from and against any and all liens, interests, subrogation claims, causes of action, damages, demands, and indemnification claims arising from or related to any treatment to or amounts owed by the Releasing Party, any benefits received by the Releasing Party, any payments made to or for the benefit of the Releasing Party, and any claims arising from or related to the incident alleged in the Lawsuit, whether now known or unknown, accrued or unaccrued, or arising in the future, including, but not limited to, any subrogation, indemnification, or lien claims from Medicare, Medicare Advantage, Medicare Prescription Drug, any insurance carrier for the Releasing Party, any state or federal agency, or any party to or insurer regarding any treatment received by the Releasing Party, as well as any and all losses, damages, costs and attorneys' fees related thereto, including, but not limited to, costs and attorneys' fees incurred in the defense of any such matter covered by this paragraph.

Confidentiality. To the extent permitted by law, the parties and their attorneys agree that they shall keep the terms of this settlement and the amount of any payment made under this Release confidential. This means that the parties and their attorneys shall not disclose to anyone, other than their attorneys, accountants or insurers having a need to know and who have been made aware of the confidential nature of the information and agree to be bound by this the requirements herein, or as required by law, court order, governmental authority, including, without limitation, Chapter 119, Florida Statutes, or insurance agreement, or as necessary to enforce this Release, or to settle any medical lien related to the Releasing Party's claim, the terms of settlement or the terms of this Release or the amount paid in settlement of the Releasing Party's claims. In the event that any information protected by this confidentiality provision is sought from any party or their attorneys, the party or attorney from whom this information is sought shall provide to counsel for the other party reasonable written notice prior to making any such disclosure. Reasonable notice shall provide an opportunity to object to the disclosure, attempt to limit the scope of the disclosure and/or seek other appropriate protections. The parties agree that the only consideration for the confidentiality provision is the mutual promise of the parties to maintain confidentiality. Notwithstanding the foregoing, in the event of any unauthorized disclosure, access to, misappropriation, or use of information protected by this section by a party or their attorney, the other party shall have the right to apply to any court of competent jurisdiction, either in law or in

equity, to enjoin any violation of the terms of this confidentiality provision, to enforce specific performance by the party and their attorneys of the terms of this provision, to obtain injunctive relief, including, but not limited to, an order restraining any breach or threatened breach of the confidentiality, to obtain damages, and for any other relief deemed appropriate, without being required to post a bond for such relief. This right shall be in addition to any other remedy available in law or equity. The failure of a party to promptly institute legal action shall not constitute a waiver of any breach of confidentiality.

Costs and Attorney's Fees. RCID and the Releasing Party shall pay their own respective attorneys' fees and costs.

Ownership of Claims. The Releasing Party warrants and represents that he has the sole right to bring and resolve the claims and other matters being released by this Release and that he has not relinquished or assigned any portion of any such claims or other matters to any third party.

Entire Agreement. This Release contains the entire agreement of the parties regarding the subject matter contained in this Release, and the terms of this Release are contractual and not mere recitals. In executing this Release, the Releasing Party does not rely and has not relied upon any representation or statement made by the Released Parties not set forth herein. This Release may not be amended or altered except in writing signed by RCID.

Successors. This Release shall be binding on and shall inure to the benefit of the respective successors and assigns, if any, of the Releasing Party and the Released Parties.

Governing Law. This Release shall be governed by, and construed in accordance with the laws of the State of Florida.

JURY TRIAL WAIVER. RCID AND THE RELEASING PARTY EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS RELEASE.

Construction of Agreement. This Release has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, this Release shall not be construed more strictly against any one party, it being recognized that all parties to this Release have contributed substantially and materially to the preparation of this Release.

Representations. The Releasing Party represents and acknowledges that he has read this Release, has obtained advice of counsel, understands the terms of this Release and consents to its terms. The Releasing Party represents and acknowledges that no promise or inducement has been offered by the Released Parties, except as herein set forth, that this Release is executed without reliance upon any statement or representation by the Released Parties or their representatives, or any physicians or medical or healthcare providers concerning the nature and extent of the injuries and damages and legal liability therefore, or any insurer, Medicare, or state or federal agency regarding any liens, claims or subrogation interests, and that the Releasing Party is of legal age, and is legally competent to execute this Release, and accepts full responsibility for it. The Releasing Party agrees that all liens and bills incurred for the treatment of the injuries for which

this settlement and this Release is made have been or will be paid in full and satisfied by the Releasing Party and that the Releasing Party shall be responsible for the payment of any and all of his medical bills, including, without limitation, Medicare and Medicare payments, hospital bills, liens, and any subrogated interests thereto, whether the payment is now due or accrues after the execution of this Release.

Severability. The provisions of this Release shall be enforced to the fullest extent permissible under Florida law. Should there be any conflict between any provision hereof and any present or future law, such law will prevail, but the provisions affected thereby will be curtailed and limited only to the extent necessary to bring them within the requirements of law, and the remaining provisions of this Release will remain in full force and effect and be fully valid and enforceable and the remainder of this Release shall not be affected.

Captions. The titles or captions of the sections contained in this Release are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of this Release or the intent or meaning of any provision hereof.

Execution. This Release may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. The Released Parties may rely upon a copy, facsimile or electronic counterpart of this Release executed by the Releasing Party with the same effect as if the Released Parties had received an original counterpart executed by the Releasing Party.

Fraud Disclaimer. Any person who knowingly and with intent to injure, defraud, or deceive any insurer or files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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THE RELEASING PARTY HAS READ THE FOREGOING CONFIDENTIAL GENERAL RELEASE OF ALL CLAIMS AND FULLY UNDERSTANDS IT.

Date: 12/19/2023

Richard McNamara

Richard McNamara, individually and in his representative capacity as guardian for Hunter Wanca, a minor

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

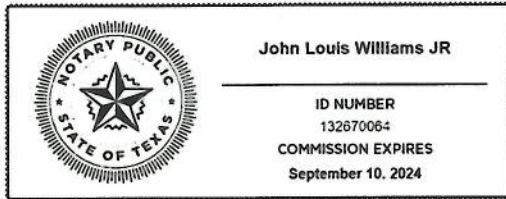
The foregoing instrument was acknowledged before me by means of physical presence or online notarization on 12/19/2023, by Richard McNamara, individually and in his representative capacity as guardian for Hunter Wanca, a minor, who is personally known to me or who has produced DRIVER LICENSE as identification.

John Louis Williams JR

[Notary Seal]

Notary Public

John Louis Williams JR



Name typed, printed or stamped

My Commission Expires: 09/10/2024

Notarized online using audio-video communication