

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, Christopher Cross, being of lawful age for sole consideration of seven thousand five hundred and 00/100 (\$7,500.00) do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge the Morongo Valley Community Services District and his, her, their, independent contractors, consultants and attorneys and/or or its agents, employees, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from incident or the occurrence(s) that took place on Nov 23, 2025 at "Morongo Valley Community Services District - Morongo Valley, CA".

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

AB 1542. Certain Claims Not Affected By General Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The undersigned hereby declare(s) and represent(s) that the injuries and damages sustained are or may be permanent and progressive and that recovery there from is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and damages and also liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned represents that he/she is the sole owner of the claim and that no third party has any interest in the claim and that if any third party attempts to assert the claim, the claimant will defend and indemnify the Morongo Valley Community Services District and their independent contractors, consultants, attorneys, agents, employees, servants, successors, heirs, executors, administrators with counsel of Morongo Valley Community Services District's choosing.

The undersigned warrants that he/she will be solely responsible for any liens arising or to arise from the provision of medical or other health care benefits to or on behalf of the undersigned by any attorney, physician, health care provider, insurance carrier, Medicare, Medi-Cal, or any governmental agency or other personal agent. Upon receipt of any such lien claim by releasee, releasee shall tender the claim to the undersigned, who covenants and agrees that upon tender the undersigned shall resolve such claim(s) or defend, at his sole cost and expense and through counsel of his choice, releasee and their representatives, agents, assigns, or successors in interest from any and all such claims, demands, actions, causes of action, suits or complaints that may be brought by any person, persons, firm, corporation or other entity(ies) against releasee, or their representatives, agents, assigns, or successors in interest for failure of the undersigned to satisfy the payment of liens referred to above. Should the undersigned undertake the defense of any lien claim asserted against releasee, or their representatives, agents, assigns, or successors in interest, those parties shall fully cooperate with the undersigned in defense of said claims.

The parties to this release have considered Medicare's interests with regard to the settlement of any medical portion of this claim, as required under the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2)(A)(ii).

The parties have considered whether Medicare has made any payment, conditioned upon possible reimbursement, for medical services allegedly related to the claim, for which releasees may be deemed responsible by Medicare as a primary payer. The undersigned represents and stipulates that Medicare has not paid any medical bills whatsoever, whether associated with the claim or otherwise, because the undersigned was not a Medicare beneficiary or Medicare eligible, at the time of settlement. Accordingly, the parties rely upon the undersigned's representation that Medicare has not made any payment for medical care and there is no possible Medicare conditional payment issue. The undersigned agrees to hold harmless releasees for any loss of Medicare benefits and/or indemnity releasees for any recovery the Centers for Medicare and Medicaid Services (CMS) and/or the Benefits Coordination & Recovery Center (BCRC), formerly the Medicare Secondary Payer Recovery Contractor (MSPRC), may pursue based upon any incorrect or inaccurate information provided by the undersigned.

The parties have further agreed to resolve the portion of this claim involving any potential future medical treatment. It is not the intention of the parties to this agreement that responsibility for future medical treatment related to the claim will be shifted to Medicare or the federal government. The parties understand that in certain circumstances, a Liability Medicare Set-aside Arrangement (LMSA) or allocation may be necessary to protect the interests of Medicare and/or the Medicare beneficiary in conjunction with the full and final settlement of a liability claim. The parties have considered and evaluated whether an LMSA should be established in this case. Considerable attention has been given by all parties to the undersigned's potential for future entitlement to such benefits and reasonable consideration of Medicare's interests.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that terms of this Release are contractual and not a mere recital.



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FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 3rd day of June, 2026

CAUTION: READ BEFORE SIGNING BELOW

Christopher Cross

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