



**Theresa Borzik**  
*Claims Specialist*

January 29, 2013

Charles Nemec  
[REDACTED]

Re:                   Insd:                   Jurassic Attack, LLC  
                          Clmt:                   Charles Corey Nemec  
                          D/A:                   1-19-13  
                          File#:                  [REDACTED]

Dear Mr. Nemec:

Per our discussion, enclosed please find the Voluntary Compensation Release for your review and signature. Coverage is afforded to Jurassic Attack, LLC, under ACE USA Policy Number [REDACTED]. The policy term is April 19, 2012 through April 19, 2013. This is Voluntary Compensation Coverage and per the policy:

**BEFORE WE PAY**

Before we pay benefits to the person for whom you have made claims, they must:

1. Release you and us, in writing, of all responsibility for the injury or death, if we so request;
2. Transfer to us their right to recover from others who may be responsible for the injury or death; and;
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons for whom you have made claims under this coverage fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

Please review and sign the release as soon as possible. I have enclosed a self-addressed, stamped envelope for your convenience.

Sincerely,

Theresa Borzik  
[REDACTED]

## **Voluntary Compensation Release**

In consideration of the agreement of ACE American Insurance Company (hereinafter referred to as "Insurer") to pay voluntary income and medical benefits to me and/or on my behalf, which are equivalent to the benefits provided by the workers' compensation laws of Texas, which were in effect on or about 01/19/2013, during my employment with Jurassic Attack (hereinafter referred to as "Employer"), and pursuant to the terms and provisions of the Voluntary Compensation Coverages Section of Policy No.

██████████ issued by Insurer to Employer, Joseph Corin Nemec, hereby releases and forever discharges the following: (a) Insurer, its affiliates, subsidiaries, parents, predecessors, successors, officers, directors and/or employees, and (b) Employer, and its officers, directors and/or employees, and (c) any parents, affiliates and/or subsidiaries of Employer, (including any directors, officers and/or employees of any such entity), who also has or have the status of an Employer of the said Employee under any applicable law, any contract, and/or under the terms of the Voluntary Compensation Section or any Endorsements contained in the abovementioned Policy of Insurance ( hereinafter referred to collectively as "Released Parties"); of and from any and all actions, causes of action, demands, suits, damages, liabilities, expenses and claims of whatsoever kind or nature, which Employee ever had, now has or may have in the future against Released Parties, or any of them, arising out of, relating to, or in any way connected with the injuries Employee sustained while in the course and scope of his employment on or about 01/19/2013.

The Employee hereby acknowledges and agrees that this Release is intended to apply to and does apply to any and all claims, suits, or causes of action for liability the Employee now has or may have in the future against Released Parties, of any nature whatsoever, for any injuries or damages he sustained on or about 01/19/2013.

As further consideration for his/her receipt of voluntary income and medical benefits under the terms of the aforementioned Policy, Employee agrees that he/she will dismiss or discontinue with prejudice of any and all civil actions he/she has instituted against any Released Party named herein within twenty (20) days of the date of execution of this Release.

Employee further understands and agrees that the voluntary income and medical benefits referenced above are subject to the following reimbursement and credit provisions. Employee recognizes that he/she has the right to proceed against any person or entity not released herein, subject to the reimbursement and credit provisions as set forth below. In the event that Employee makes a recovery from any such third party, whether by judgment, settlement or other means, in connections with the injuries Employee sustained on or about 01/19/2013, or the treatment thereof, Insurer shall be subrogated to any recovery made for any amounts paid by Insurer to Employee or on Employee's behalf and Insurer shall be entitled to recover from Employee the amounts paid to the fullest extent of Insurer's subrogation interest. In the event that any third party recovery exceeds said lien as of the date of such recovery, Insurer shall be entitled

to a credit against future voluntary income and medical benefits for the amount of any recovery in excess of the payments made by Insurer as of the date of such recovery.

Employee further agrees and understands that the consideration stated herein is the sole and exclusive consideration that Employee will receive for his/her execution of this Release, that this Release shall not be subject to any claim of mistake of fact, that this Release expresses a full and complete settlement of any and all liability or compensation claimed and is intended to be final and complete, and that the terms and provisions of this Release are contractual and not mere recitals.

Employee acknowledges that he/she has read this General Release and is signing it without any reliance upon any statements or representations made to Employee by Released Parties or by any Released Party. No additional promises or inducements have been made to Employee outside of those contained in this Release. It is the intent of the Employee in executing this Release to enter into a final settlement with Released Parties and to ensure that Released Parties shall have no further obligation of payment to Employee for any and all injuries sustained, actions, or causes of actions, injuries or losses Employee sustained on or about 01/19/2013.

IN WITNESS WHEREOF, the undersigned, for himself/herself, his/her heirs, administrators, executors, personal representatives, successors and assigns, and intending to be legally bound hereby, duly executes this Voluntary Compensation Release this day of \_\_\_\_\_, 201\_\_.

Employee : \_\_\_\_\_ Date : \_\_\_\_\_

Witness: (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Witness: (print name) \_\_\_\_\_

Claim No: [REDACTED]