

Release of Liability and Settlement

For and in consideration of:

- 1) Waiver of the amount owed to Freehold Animal Hospital in the amount of two thousand five hundred twenty nine dollars and seventy seven cents (\$2529.77) and
- 2) VCA's direct payment to Red Bank Veterinary Hospital in the amount of three thousand four hundred forty five dollars and sixty one cents (\$3445.61) and
- 3) Up to four thousand dollars and zero cents (\$4,000.00) in costs will be paid by Freehold Animal Hospital related to urethral revision surgery to "Nico" at Red Bank Veterinary Hospital, which surgery is mutually agreed upon as necessary from the date of this agreement and until November 14, 2018.

to Jamie Capobianco (herein after the "Claimants") being of lawful age, on behalf of the Claimants and their heirs, executors, administrators, successors, and assigns and all others having any interest whatsoever in the subject property, agree to release, hold harmless and indemnify Freehold Animal Hospital (hereinafter "VCA"), and each of its respective agents, employees (including, without limitation, all treating and supervising veterinarians), officers, directors, parents, subsidiaries and affiliates (hereinafter collectively "Released Parties"), from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen injuries and damages resulting or arising out of, directly and indirectly, from the services rendered by the Released Parties to the Claimants.

The Claimants acknowledge and agree, that the Release applies to all claims that the Claimants may have against the Released Parties arising out of the services performed on their pet for injuries, damages, or losses, whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent.

The Claimants understand and acknowledge that the significance and consequence of this Release is that even if the Claimants should eventually discover additional damages or problems, the Claimants will not be able to make any claim for those damages. The Claimants acknowledge that the Claimants intends these consequences even as to claims for damages that may exist as of the date of this Release but which the Claimants do not know exist or may arise in the future, regardless of whether the Claimants' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The Claimants agree not to take any action or to make any statement, written or oral, that disparages or criticizes VCA, its business, its management, or any of its officers, directors, or employees. Claimants further agree not to take any action that is intended to, or that does in fact, damage the business or reputation of VCA, or that interferes with, impairs or disrupts its normal operations. To the extent Claimants have already made disparaging statements in writing in the form of social media posts or any negative reviews, Claimants agree to withdraw or remove all such negative written statements immediately upon execution of this Agreement. Failure to do so, or to make future disparaging remarks either in writing or orally, will be a material breach of this Agreement and VCA will be entitled to seek collection of the amount forgiven, plus additional costs and remedies available to it as a result of Claimants' breach.

The Claimants acknowledge that this Release pertains to a disputed claim and does not constitute an admission of liability by the Released Parties and that the Claimants shall maintain the CONFIDENTIALITY of the terms and conditions of this Release. The Claimants agree to keep the fact, terms and amount of this Agreement completely confidential, and not to disclose such information to anyone other than their immediate family, attorneys and licensed tax and/or professional investment advisor, all of whom will be informed by the Claimants of, and be bound by, this confidentiality provision.

If the Claimants breach any part of this Release, VCA shall be entitled to reimbursement of all legal fees and costs incurred by VCA due to the breach. The Claimants' execution of this Release is free and voluntary. This Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital, with all parties intending to be legally hereby, in accordance with the laws of New Jersey.

Claimants:

Date: _____

Freehold Animal Hospital

By: Kath K Parker, VMD
Kathenne K. Parker, VMD

Title: Area Medical Director, NJ

Date: 11/17/17