

SETTLEMENT AGREEMENT AND RELEASE

THIS Settlement Agreement and Release ("Settlement Agreement") is entered into by and between JESSICA WILSON, (hereinafter referred to as "Plaintiff") and WALT DISNEY PARKS AND RESORTS U.S., INC., f/k/a WALT DISNEY WORLD CO. (hereinafter referred to as "WDPR").

A. Plaintiff asserted a claim for alleged negligence in connection with an alleged incident involving a cart running over Plaintiff's foot, that occurred at Disney's Landscape of Flavors on or about 6/8/2013 (hereinafter, the "Incident"). Thereafter, Plaintiff filed suit against WDPR wherein she sought to recover monetary damages for her alleged personal injuries. Said action is currently pending in the Circuit Court of the Ninth Judicial Circuit In and For Orange County, Florida and bears case number 2015-CA-003347-O (Div. 34) (hereinafter the "Litigation").

B. Plaintiff and WDPR desire to resolve all matters and disputes arising as a result of the alleged Incident, specifically including all claims asserted or which could have been asserted in the Litigation.

C. 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, Plaintiffs and WDPR agree as follows:

1. **SETTLEMENT FUNDS.** Within twenty (20) business days after receipt of this original Settlement Agreement and any and all documents and information necessary to effectuate payment signed by PLAINTIFF and her attorney, WDPR will pay to PLAINTIFF the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) by delivering to their attorney a check made payable to Jessica Wilson and her attorney Nelson Tyrone at the Tyrone Law Firm.

EXHIBIT A

2. **PLAINTIFF RELEASES WDPR AND OTHER ENTITIES.** Effective as of the time Plaintiff executes this Settlement Agreement, and her attorney receives the settlement funds described above, Plaintiff, for herself, her heirs, successors, and assigns, hereby releases, acquits, forever discharges, and holds harmless (“WDPR”), Walt Disney World Co. (“WDW”), their parent, related, affiliated, and subsidiary entities, and the predecessors, successors, shareholders, officers, directors, representatives, agents, employees and insurers of each of the foregoing and all persons acting by, through, under, or in concert with any of them (collectively the “Released Parties”), from all claims, demands, attorney's fees, liens, damages, actions, or causes of action, whether known or unknown, and whether fixed or contingent, arising directly or indirectly from or because of any alleged negligence or other act or failure to act on the part of WDPR, WDW, and/or any of the other Released Parties occurring up through the date of execution of this Settlement Agreement.

This release specifically includes, but is not limited to, any claims, actions, or causes of action that Plaintiff asserted or could have asserted against WDPR, WDW, or any of the other Released Parties as a result of the Incident and/or in connection with the claims which are the subject of the Litigation. Plaintiff also represents that other than the Litigation, she has not filed any lawsuits or administrative proceedings against WDPR, WDW, and/or any of the other Released Parties. Plaintiff also agrees to dismiss all of her claims in the aforesaid Litigation with prejudice immediately upon execution of this Settlement Agreement, with each party to the Litigation to be responsible for its own attorney fees and costs.

Plaintiff acknowledges that Plaintiff may have contracted for and may be eligible to receive certain first party benefits for the injuries and damages allegedly sustained as a result of the aforementioned Incident, including, but not limited to, Social Security benefits; Medicare benefits; Champus benefits; Champ/VA benefits; worker's compensation benefits; group, blanket, and franchise health insurance benefits; Medicare supplement insurance benefits; disability insurance benefits; credit life and disability insurance benefits; and life insurance

benefits. Plaintiff acknowledges that these aforementioned first party providers, if any, are not participants to this Settlement Agreement and have given no consideration to any of the parties in this action which would entitle the aforementioned first party providers to a release of their continuing obligation to provide first party benefits. Consequently, the execution of this Settlement Agreement does not constitute a release of the continuing obligations of any of the aforementioned first party providers to provide first party benefits.

Nonetheless, Plaintiff covenants and agrees to indemnify, defend, save, and hold harmless WDPR, WDW, and the other Released Parties from any and all actions, causes of action, claims, demands, or damages either now known or to arise in the future, by any persons, federal or local government entities, firms, corporations, or entities seeking reimbursement, compensation, subrogation, or payments for benefits paid or to be paid on behalf of Plaintiff for injuries and damages allegedly sustained as a result of the Incident. Plaintiff further covenants and agrees to be responsible for the payment of any and all medical bills, hospital bills, liens, and subrogated interests.

3. **CONFIDENTIALITY**. Plaintiff and her attorneys, Nelson Tyrone, John Colvin and Tyrone Law Firm, agree that they shall keep the terms of this Settlement Agreement CONFIDENTIAL.

This means that Plaintiff and her attorneys shall not disclose to anyone, other than their attorneys or accountants, the underlying facts of the Incident, the fact of settlement or the terms of this Settlement Agreement (including but not limited to the amount paid in settlement of their claims), except as required by law, court order, governmental authority, or insurance agreement. Plaintiff agrees that if either she or her attorneys violates or breaches this confidentiality provision of this Settlement Agreement in any way, Plaintiff shall pay to WDPR the total amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) as liquidated damages and not as a penalty.

Furthermore, Plaintiff and her attorneys agree to return to the attorney for WDPR, within 20 days of the date of this Settlement Agreement, all discovery responses, interrogatory answers, privilege logs, documents and other materials produced to Plaintiffs by WDPR in this Litigation and all copies of same (collectively the "Materials") and further agree that no information from any Materials or from testimony in this Litigation shall be used for any purpose or disclosed to a person or entity for any reason.

4. **COSTS AND FEES.** Each party to this Settlement Agreement shall pay its own attorney's fees and costs incurred in connection with the Litigation.

5. **NO ADMISSION OF LIABILITY.** The purpose of this Settlement Agreement is to compromise and settle the claims made for alleged personal injuries and damages. Nothing in this Settlement Agreement shall be construed as an admission of liability by WDPR, WDW, or any of the other Released Parties.

6. **OWNERSHIP OF CLAIMS.** Plaintiff warrants and represent that (a) she is the sole owner of the claims being described herein and released hereby; (b) that she has not relinquished or assigned any portion of any such claims to any third party; (c) she has no claims arising out of the Incident against any persons or entities other than the Released Parties; and (d) that no other party has any claim arising out of the alleged Incident.

7. **ENTIRE AGREEMENT.** This Settlement Agreement contains the entire agreement of Plaintiff and WDPR. This Settlement Agreement replaces any prior or contemporaneous written or oral representation or understanding about the settlement. In executing this Settlement Agreement, Plaintiff does not rely and has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys. This Settlement Agreement may not be changed except in writing signed by Plaintiff, or her attorneys, and signed by an officer of WDPR.

EXHIBIT A

8. **SUCCESSORS.** This Settlement Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns, if any, of WDPR and the other Released Parties.

9. **GOVERNING LAW.** The parties agree that this Settlement Agreement is being consummated in Florida and that performance by the parties of this Settlement Agreement is in Florida. This Settlement Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. Any legal proceeding of any nature brought by any party against the other to enforce any right or obligation under this Settlement Agreement, or arising out of any matter pertaining to this Settlement Agreement, shall exclusively be submitted for trial, before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or, if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. Plaintiff consents and submits to the exclusive jurisdiction of any such court and agrees to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waives all rights they may have to trial by jury regarding such matter.

10. **WARRANTY.** Plaintiff warrants that she has read this Settlement Agreement, that she understands this Settlement Agreement as a full and final release of claims against WDPR and the other Released Parties, and that she has been represented by counsel in signing this Settlement Agreement.

11. **SEVERABILITY.** It is the desire and intent of the parties hereto that the provisions of this Settlement Agreement be enforced to the fullest extent permissible under 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 Settlement Agreement will remain in full force and effect and be fully valid and enforceable.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Jessica Wilson Date: _____, 2016

Nelson Tyrone
Tyrone Law Firm Date: _____, 2016

Bob Amicone
For Walt Disney Parks and Resorts, U.S., Inc. Date: _____, 2016

ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, ss:

Before me, the undersigned notary public, in and for said county and state, on this _____ day of _____, 2016, personally appeared Jessica Wilson, to me known to be the identical person who executed the above and foregoing instrument, and who acknowledged to me that he/she executed the same and it is his/her own free and voluntary act and deed, for the uses and purposes set forth therein.

Signature of Notary Public
Name
(Notary Public)

Serial Number, if any
My Commission Expires:

STATE OF _____, COUNTY OF _____, ss:



Before me, the undersigned notary public, in and for said county and state, on this _____ day of _____, 2016, personally appeared Nelson Tyrone, ESQUIRE, to me known to be the identical person who executed the above and foregoing instrument, and who acknowledged to me that he/she executed the same and it is his/her own free and voluntary act and deed, for the uses and purposes set forth therein.

Signature of Notary Public
Name
(Notary Public)

Serial Number, if any
My Commission Expires:

STATE OF FLORIDA, COUNTY OF _____, ss.:

Before me, the undersigned notary public, in and for said county and state, on this _____ day of _____, 2016, personally appeared Bob Amicone to me known to be the identical person who executed the above and foregoing instrument, and who acknowledged to me that she executed the same on behalf of WDPR and the other Released Parties, and it is her own free and voluntary act and deed, for the uses and purposes set forth therein.

Signature of Notary Public
Name
(Notary Public)

Serial Number, if any
My Commission Expires:

EXHIBIT A