

**GENERAL RELEASE**

**THIS IS A RELEASE OF ALL CLAIMS**

IN CONSIDERATION of the payment to me on this date of the entire remaining limits of available Protection and Indemnity insurance coverage, which is approximately the sum of Two Million Eight Hundred Eighty Thousand Dollars and 00/100 (\$2,880,000.00), and other good and valuable consideration intended to exhaust the remaining limits of available Protection and Indemnity insurance coverage, receipt of which is hereby acknowledged, I, BYUNGWOOK KIM, individually, and as Personal Representative of the ESTATE OF JIYOON KIM, on my own behalf, on behalf of the Estate of Jiyoon Kim, and on behalf of my dependents, heirs, executors, administrators and assigns (hereinafter "Releasers"), hereby forever release, discharge, acquit and forgive FURY MANAGEMENT, INC., its officers, directors, agents, attorneys, employees, stockholders, subsidiary corporations, parent corporations, successors, assigns, independent contractors, their insurers The National Union Fire Insurance Company of Pittsburgh, PA, and their vessels including but not limited to the personal watercraft vessels 2015 BRP, Florida Registration No. FL 7583 PU and 2014 BRP, Florida Registration No. FL 2237 PX, *in rem*, and Ralph Major, Jr., (hereinafter "Releasees") from any and all claims, legal or contractual rights, actions, suits, demands, agreements, liabilities, damages, costs, benefits, penalties, judgments, and proceedings both at law and in equity arising from the beginning of time to the date of these presents and as more particularly related to or arising from any and all accidents, illnesses, injuries, aggravations, disabilities, negligent or intentional acts of Releasees, damage to property and any and all other losses of whatever nature sustained by Releasers in connection with the operations of Releasees' vessels, and arising from that incident, which occurred on or about September 26, 2016, involving the personal watercraft vessels 2015 BRP, Florida Registration No. FL 7583 PU and 2014 BRP, Florida Registration No. FL 2237 PX, *in rem*, and which is the subject of the lawsuit pending in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County, Florida, styled *Byungwook Kim, individually, and as Personal Representative of the Estate of Jiyoon Kim v. Fury Management, Inc., Ralph Major, Jr., and Julien Trayno (sic)*, bearing Case No.: 2016-CA-851-K, and any and all liability, whether past, present or future, arising from or related to injuries and damages sustained.

IN CONSIDERATION of such payment, I hereby represent and warrant to each of the Releasees, on behalf of all the Releasers, that I have full legal authority to execute this

  
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Release on behalf of any and all persons and legal entities having any beneficial interest whatsoever in any of the claims and demands described above. I agree, on behalf of all the Releasors, to indemnify and save harmless each of the Releasees against any and all of the above-mentioned liabilities which may be asserted at any time in any manner by any person, firm, or corporation whatsoever and from all damages, costs and expenses, including, but not limited to, attorneys' fees and costs which the Releasees herein may bear and incur by reasons thereof.

IN CONSIDERATION of such payment, I, on behalf of all the Releasors, acknowledge that the Releasors shall be responsible for all outstanding medical bills, and for all future medical care expenses. I hereby represent and warrant to each of the Releasees that any and all medical liens or unpaid medical bills or claims for medical services have been satisfied or shall be satisfied from the sums received pursuant to this Release and that on behalf of myself and the Releasors, I agree to indemnify and save harmless each of the Releasees against any claims relating to such liens and/or bills in any way asserted by any person, firm or corporation whatsoever, including, but not limited to, indemnification against reasonable attorneys' fees and reasonable costs which the Releasees herein may bear and/or incur by reason thereof. I further warrant and agree that in the event medical treatment was or is submitted to Medicare or Medicaid for payment and as a result Medicare or Medicaid has a lien for conditional payments made by them, I agree to reimburse Medicare or Medicaid to satisfy such lien.

I ACKNOWLEDGE, on behalf of all the Releasors, that this Release constitutes a waiver and discharge of all future claims as well as all present claims held by Releasors, on account of the matters herein set forth. This Release is given in contemplation of the possible necessity, or occurrence of, additional surgery, hospitalization, medical or nursing attention and/or out-patient treatment for present or future injuries, illnesses, limitations and disabilities; functional, nervous, emotional and/or organic disorders or disabilities; incompetence and death, and all other consequences, proximate or remote, that may follow from such accidents, illnesses, injuries, aggravations, present disabilities or other conditions of the body or mind and/or any other damages caused by the acts or omissions of Releasees or otherwise chargeable to them or to their expense from the incident alleged to have occurred and involving the personal watercraft vessels 2015 BRP, Florida Registration No. FL 7583 PU and 2014 BRP, Florida Registration No. FL 2237 PX, *in rem*, on or about September 26, 2016.

  
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I ACKNOWLEDGE and agree, on behalf of all the Releasors, that the payment of the aforesaid sum in full and final settlement of this matter is the compromise of a disputed claim or claims, and that this payment is not to be construed as an admission of liability on the part of any party or entity hereby released, all of whom expressly deny any liability.

I ACKNOWLEDGE, on behalf of all the Releasors, that I have read this Release and/or that I have had this Release translated for and to me, and that I know and understand the full contents and effect of it. I, on behalf of all Releasors, hereby fully and consciously contract with all said persons, firms, and corporations being a Releasee to release them from any and all liability and responsibility of any kind on account of the aforementioned accidents, illnesses, injuries, disabilities, resulting conditions, aggravations, acts, liabilities, potential liabilities, obligations or omissions of Releasees, and any and all the consequences thereof, whether known or unknown, past, present or future, and that I have been fully and independently advised by my own attorneys regarding both my rights and the effects of this Release. I agreed and consent to my attorneys filing in the matters of 1) United States District Court Southern District of Florida, styled *In the Matter Of The: Complaint of Fury Management, Inc., as Owner of the Personal Watercraft vessels 2015 BRP, Florida Registration No. FL 7583 PU and 2014 BRP, Florida Registration No. FL 2237 PX*, bearing Case No.: 4:17-cv-10014-JLK/AMS, and 2) Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County, Florida, styled *Byungwook Kim, individually, and as Personal Representative of the Estate of Jiyeon Kim v. Fury Management, Inc., Ralph Major, Jr., and Julien Trayno (sic)*, bearing Case No.: 2016-CA-851-K, a Joint Stipulation of Dismissal with Prejudice, dismissing any and all claims available to Releasors against Releasees with prejudice.

I ACKNOWLEDGE, on behalf of all the Releasors, that this document shall be the entire agreement between the parties and will supersede all representations or conditions not contained herein. Should any provision of this document be contrary to, and/or invalid by virtue of, the law of any jurisdiction in which this document is sought to be enforced, or for any other reason, said provision is deemed to be severed from this document and shall be of no effect in said jurisdiction, while all of the remaining provisions herein shall remain in full force and effect.

  
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I ACKNOWLEDGE, on behalf of all the Releasors, that construction and interpretation of this Release shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned duly executed the foregoing General Release on this 19 day of September, 2017.

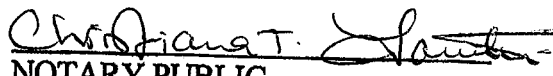


BYUNGWOOK KIM, individually, and as  
Personal Representative of the ESTATE OF  
JIYOON KIM

BEFORE ME, the undersigned authority, personally appeared BYUNGWOOK KIM, individually, and as Personal Representative of the ESTATE OF JIYOON KIM, who, upon being first duly sworn according to law, depose and say that he executed the foregoing General Release.

SWORN TO and SUBSCRIBED TO before me on this 19<sup>th</sup> day of September, 2017.

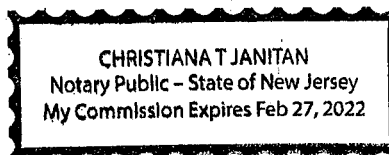
Individual Personally Known \_\_\_\_\_  
Individual Produced Identification NJ Driver License



NOTARY PUBLIC  
State of New Jersey at Large

Christiana T. Janitan  
Printed name of Notary Public

My Commission Expires: Feb 27<sup>th</sup> 2022

  
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