

RELEASE

For the sum of \$20,000.00, receipt of which \$10,000.00 cash is hereby received and a Note for the remaining balance of \$10,000.00 to be paid according to those terms contained therein; and FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

MS-15's Father and MS-15's Mother, his wife, \_\_\_\_\_, Louisville, Jefferson County, Kentucky; acting on their own behalf, as well as acting as the parents and next of friend for their son, MS-15; and said MS-15, acting on his own behalf as much as is legally possible, and also acknowledging he is well aware of the complete terms of this Agreement, and is in total agreement with same, and further acknowledges he is aware that his parents are entering into this Agreement on his behalf; in return for the afore-referenced consideration, agree as follows:

1. MS-15's Father and MS-15's Mother as the parents of MS-15, agree they will not file suit against Father Thomas P. Creagh, St. Albert the Great Church, or The Most Reverend Thomas C. Kelly, O.P., The Roman Catholic Bishop of Louisville, Kentucky, a Corporation Sole; for an alleged tort committed against their son, MS-15.

2. MS-15's Father and MS-15's Mother as the parents of MS-15, agree that the consideration referenced herein is in complete accord and satisfaction for all damages of every kind and description arising out of the alleged tort, whether said damages

DAR 01288

have already occurred or will occur in the future.

3. Up to the date of this Agreement, [MS-15's Father] and [MS-15's Mother], as the parents of [MS-15], and [MS-15] in his own behalf, acknowledge that the only persons that they have discussed this incident with other than their legal counsel or Fr. Thomas Duerr and Fr. Ron Domhoff, are Mrs. [MS-15's Mother]'s father and [MS-15]'s girlfriend and closest friend, which is acknowledged. However, [MS-15's Father] and [MS-15's Mother] and [MS-15] agree that they will not discuss the alleged tort with anyone in the future, nor make any of the details of said alleged tort public knowledge at any time.

4. In the event the confidentiality of the alleged tort is breached by either [MS-15's Father], [MS-15's Mother] or [MS-15]; [MS-15's Father], [MS-15's Mother] and [MS-15] agree they will return all of the referenced consideration as liquidated damages.

IT IS FURTHER AGREED:

5. Since [MS-15] is not yet of legal age, the consideration paid to [MS-15's Father] and [MS-15's Mother], as his parents, is paid in trust for his use and benefit until he attains his 19th birthdate; at which time all monies will be delivered to him in fee. No monies are to be paid directly to [MS-15] until he has attained his birthdate aforesaid.

6. The execution of this Agreement by [MS-15's Father] and [MS-15's Mother] and their infant son, [MS-15]; and the payment of the referenced consideration by Father THOMAS P. Creagh, St. Albert the Great Church, and The Most Reverend Thomas C. Kelly,

DAR 01289

O.P., The Roman Catholic Bishop of Louisville, Kentucky, a Corporation Sole, shall not be considered as an admission of said alleged tort; nor an admission against interest by Father Thomas P. Creagh, St. Albert the Great Church, or The Most Reverend Thomas C. Kelly, P.O., The Roman Catholic Bishop of Louisville, Kentucky, a Corporation Sole.

AND, FINALLY, IT IS FURTHER AGREED:

7. All terms of this Agreement, including the amount of the consideration shall be held confidential by all parties hereto.

8. All parties hereto acknowledge they have fully discussed the terms of this Release with their respective counsel, to-wit:

(a) Norma Miller, Miller, Conliffe, Sandmann, Gormann & Sullivan, for [MS-15's Father] and [MS-15's Mother], and their infant son, [MS-15].

(b) Robert Jones, Jones & Yopp, for Father Thomas P. Creagh, St. Albert the Great Church.

(c) John J. Ford, Ford, Klapheke & Meyer, for The Most Reverend Thomas C. Kelly, O.P., The Roman Catholic Bishop of Louisville, Kentucky, a Corporation Sole.

9. No parties to this Agreement are relying on any verbal terms not contained herein.

WITNESS our signatures this \_\_\_ day of \_\_\_\_\_, 1983.

DAR 01290

MS-15's Father  
[Redacted]

MS-15's Father, Individually  
MS-15's Mother  
[Redacted]

MS-15's Mother, Individually  
MS-15's Father  
[Redacted]

MS-15's Father, Parent and Next  
Friend of MS-15  
MS-15's Mother  
[Redacted]

MS-15's Mother, Parent and Next  
Friend of MS-15  
MS-15  
[Redacted]

MS-15, Infant under 18  
years of age

*Suspect 7/15/83*