

Severance Agreement and Release of Claims
(In Compliance With Older Worker Benefit Protection Act)

I _____, accept and acknowledge the receipt of severance pay in the amount of \$ _____ and other good and valuable consideration from _____ (hereinafter “Employer”) (less appropriate deductions), and in consideration thereof, do resign my employment and release my Employer, its officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively “representatives), of and from any and all claims, in law and equity, arising out of my employment or separation of employment, including but not limited to, any and all claims for damages, compensation, reinstatement, re-employment, breach of contract, harassment, discrimination or retaliation of any kind arising under state or federal law (including but not limited to the federal Age Discrimination in Employment Act of 1967). I acknowledge that I have no claims including, but not limited to, any claim for physical, mental or emotional injury against my Employer or its representatives arising out of my employment or separation from employment. I further acknowledge that I have read and do understand this release in its entirety and that I have signed this release voluntarily and of my own free will. There are no other understandings or agreements which are not included in this document.

Employee acknowledges that (s)he has been advised in writing to consult with an attorney of his/her choice prior to signing this Agreement, and that (s)he had at least 21 days to consider this Agreement before signing it. Employee acknowledges that if this agreement is signed before 21 days have elapsed from the date of delivery, that (s)he has expressly waived the 21-day consideration period. Employee acknowledges that (s)he may revoke this Agreement within seven (7) days following its execution, and the Agreement shall not become effective until the revocation period has expired.

Witness

Signature of Employee

Date: _____