HUMBOLDT COUNTY

VOLUNTARY SEPARATION INCENTIVE PROGRAM

WAIVER FORM

You are eligible to separate voluntarily from your employment with the County of Humboldt ("County") and to receive benefits under the County Voluntary Separation Incentive Program ("VSIP") for which you are eligible. The amount of separation pay you will receive under the Program is $_____.

You previously provided the County with your irrevocable notice of resignation from the County based upon your participation in the VSIP program. As a condition for receiving the separation payment, you are required to execute this waiver form. Execution of this waiver form acknowledges your concurrence with the terms set forth in the VSIP documents, including but not limited to the Election Form previously submitted by you, and the terms and conditions set forth below:

- Your resignation of employment is voluntary. Nobody has pressured you into resigning or made any representations to you (other than in the official Program document and related written materials) about the Program or about benefits or programs that the County might or might not offer in the future.

- You understand that acceptance of the VSIP incentive will render you ineligible for regular employment with the County for a period of six (6) months from your date of separation under the VSIP, unless a Department Head requests an exemption from this requirement from the Human Resources Department for the County.

- You hereby release the County from all known or unknown claims you may have against the County, which arose or could have arisen out of your employment or resignation of employment with the County. These claims, include, for example, claims in tort or contract, claims under the Age Discrimination in Employment Act (29 U.S.C. §621 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), any other federal, state, or local statutes or laws, and claims arising under the County policies and/or collective bargaining agreements. Your release does not include any claims within the exclusive jurisdiction of the Workers Compensation Appeals Board or any claims that cannot lawfully be released by private agreement.

- Section 1542 of the California Civil Code provides, generally, that a release does not extend to unknown claims. Specifically, Section 1542 of the California Civil Code states as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

For the purposes of implementing a full and complete release and discharge of the County, you expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code and acknowledge that the release is intended to include and discharge all claims which you do not know or suspect to exist related to your employment with the County at the time you execute this letter.

- You acknowledge that you have not suffered any age or other discrimination or wrongful treatment by the County.

- This agreement shall be governed by and construed in accordance with the laws of the State of California, and venue shall be in the County of Humboldt, California.

You are advised to consult with your own attorney before signing this letter

PLEASE READ THIS LETTER CAREFULLY. IT INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS.

I hereby agree to the terms and conditions set forth above. I acknowledge that I have been advised to review this letter agreement with counsel.

Printed Name	Signature	Date