

RELEASE AND WAIVER AGREEMENT

This Release and Waiver Agreement (“Agreement”) is made by _____ (“Participant”) of the University of New Hampshire.

WHEREAS the Participant has been employed by the University System of New Hampshire (“USNH”) and has voluntarily applied to participate in an employee Separation Incentive Program (“SIP”); and

WHEREAS USNH has selected the Participant to participate in the SIP and has agreed with the Participant that his or her employment with USNH shall be terminated effective _____, on the terms and conditions set forth in this Agreement and other related documents and materials and specifically subject to the Participant’s knowing and voluntary Release and Waiver of Claims as set forth below.

NOW THEREFORE, in consideration of the opportunity to participate in the SIP and the rights and privileges afforded thereby, the Participant hereby knowingly, voluntarily, and freely releases and waives all claims as follows:

1. Release and Waiver of Claims. Participant, on behalf of himself or herself, and his or her representatives, heirs and assigns, fully releases USNH, its subsidiaries and affiliates, and each of their directors, officers, and employees (collectively “USNH-Releasees”) from, and hereby waives, all claims, causes of action, suits and demands, including claims for attorneys’ fees, which Participant ever had, now has or may have by means of any matter, cause or thing whatsoever from the beginning of time to the date hereof. Without limiting the generality of the foregoing, this release and waiver includes all matters arising out of or in connection with Participant’s employment by USNH, or the termination of said employment, and includes a release and waiver of any claims by Participant against the USNH-Releasees for violation of the Age Discrimination in Employment Act, the Americans with Disabilities Act, 42 U.S.C. § 2000e et seq., New Hampshire RSA Chapter 354-A or any other discrimination law and any claims based on wrongful termination, failure to pay wages, breach of contract, defamation, invasion of privacy, whistle blowing or infliction of emotional distress. This is a full and final release and waiver of all claims known and unknown, foreseen and unforeseen, which have accrued to the Participant against USNH-Releasees up to and including the date of this Agreement. Nothing in this Agreement shall be construed to waive a claim by the Participant to enforce the provisions of the SIP; and nothing in this Agreement shall be construed to waive any claim by Participant for insurance coverage or pension benefits or other such benefits Participant has obtained through or related in any way to his or her association with USNH.

2. Older Workers Benefit Protection Act Waiver. Participant knowingly, voluntarily, and specifically waives all of his or her rights under the Age Discrimination and Employment Act (ADEA) and states:

- a. This waiver is part of a clearly written Agreement between Participant and USNH which Participant has read and understands;
- b. This waiver specifically refers to rights and claims arising under the Age Discrimination in Employment Act;
- c. This waiver is limited to rights and claims which arose prior to the execution date of the waiver;

d. This Agreement includes consideration in addition to anything of value to which Participant is already entitled;

e. This Agreement specifically advises Participant to review its content with his or her attorney prior to his or her signing the agreement;

f. Participant acknowledges that he or she was offered twenty-one (21) days within which to consider the terms of this Agreement, and either the twenty-one (21) days have elapsed or Participant has voluntarily and knowingly chosen to execute this Agreement sooner than twenty-one (21) days; and

g. The Participant and USNH agree that this Agreement will not become effective or enforceable until the expiration of a period of seven (7) days following the date hereof, during which period participant may revoke the Agreement.

3. Consultation with Counsel. In executing this Agreement the Participant acknowledges that he or she has been advised to consult with counsel, and that he or she has executed this Agreement knowingly, voluntarily, freely and without undue influence or duress.

4. Amendment, Governing Law. No amendment of this Agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the date of this Agreement. This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce this Agreement will take place in New Hampshire. In the event of litigation regarding this Agreement, the parties expressly submit to the jurisdiction of the federal and state courts located in New Hampshire.

IN WITNESS WHEREOF, the Participant has signed this Agreement below.

DATE: _____

Participant: _____

[Print Full Name]

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by the Participant, _____.

Notary Public/Justice of the Peace
My Commission Expires: