

George Mason University
Faculty Retirement Transition Leave Program
General Release and Covenant Not to Sue

This General Release and Covenant Not to Sue (“Release”), dated this ____ day of _____, 20__, is hereby executed by _____ (“you” or “your”).

You are advised to consult an attorney before you sign this release. If you feel that you are being coerced to sign this release or that your signing would for any reason not be voluntary, or you believe the process by which you have been offered this release or the payment in exchange for this release is discriminatory, you are encouraged to discuss this with your dean, before signing this release. You should thoroughly review and understand the effects of the release before signing it.

In exchange for the benefits which you will receive pursuant to the Faculty Retirement Transition Leave Program (the “Program”), you, for yourself and on behalf of your heirs, executors, administrators, successors and assigns, agree to forever release and discharge the Commonwealth of Virginia and George Mason University (together, "Mason") from any and all claims, demands, actions, or liabilities of any kind or nature you may have against Mason, its Board of Visitors, officers, agents, employees, representatives, successors, and assigns (together, “those associated with Mason”), which are related to, arising out of or in any way connected with your employment with Mason or the termination of that employment.

You also agree that this release covers, but is not limited to, claims arising from the Age Discrimination in Employment Act of 1967, as amended, The Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act of 1974, as amended, and any other federal or state law or regulation relating to human and civil rights, employment, labor law or benefits, or discrimination in employment on the basis of sex, race, national origin, religion, disability, or age. You also agree that this release includes claims based on theories of contract or tort, whether based on common law or otherwise, all “wrongful discharge” claims, any covenant of good faith or fair dealing, express or implied, all claims relating to any contracts of employment, express or implied, and any federal, state or local statute or ordinance.

You also agree that you will never institute a claim or charge of employment discrimination with any agency or sue Mason, or those associated with Mason, concerning any claim you may have relating to your employment with Mason or the termination of that employment. If you violate this release by suing Mason or those associated with Mason, you agree that you will pay all costs and expenses of defending against the suit incurred by Mason or those associated with Mason, including reasonable attorneys' fees.

You acknowledge and agree that:

1. The benefits provided pursuant to the Program constitute consideration for this release, in that these are benefits to which you would not have been entitled had you not signed this release.
2. You have been given a period of at least twenty-one (21) days from the date that you were informed of your eligibility to participate in the Program to consider this release.
3. This release does not waive any claims that you may have which arise after the date you sign the release.
4. You have not relied on any representations, promises, or agreements of any kind made to you in connection with your decision to accept the Program except for those set forth in University policies or procedures.

You acknowledge that **you have been given the opportunity to have twenty one (21) days in which to review and consider this Release before signing it, and have been advised to consult with an attorney in reviewing this Release.** In the event you sign this Release prior to the expiration of the 21 days, the Release shall not become effective until the revocation period has expired. **You may revoke this Release within seven (7) days of signing,** provided that the revocation is in writing and is received by the University no later than the close of business on the seventh day of signing.

This Release represents an agreement between you and Mason. In the event of a conflict, the terms of this Release supersede any prior amendments, agreements and understandings between you and Mason. You acknowledge that you have not relied on any oral or written representation made by Mason or its agents, or those associated with Mason, in signing this Release unless such representation is incorporated within this Release. In the event that any portion of this Release is declared invalid or unenforceable for any reason, such portion is deemed severable from the contract and its amendments and the remainder of your employment contract and amendments shall remain fully valid and enforceable. This Release shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Faculty Member's PRINTED Name

Date

Faculty Member's Signature

Date

Dean's Signature

Date

Provost's Signature

Date

CC: Human Resources & Payroll Department