

WAIVER AND RELEASE

I, _____, an employee of Sweetwater County School District Number One, State of Wyoming, for myself, my heirs, executors, assigns and agents, do hereby release and forever waive any and all claims which I now have or which I may now raise, whether known or unknown, against Sweetwater County School District Number One, State of Wyoming, its Board of Trustees, administrators, employees, agents and/or insurers, all of whom shall hereinafter be referred to as RELEASEE, of any and all claims arising out of my employment with Sweetwater County School District Number One, State of Wyoming, and specifically including claims of violation of the federal or state Constitution and any and all other federal or state rules or regulations and specifically including any and all rights or claims I might have by virtue of the Age Discrimination in Employment Act (ADEA) as amended or the Older Workers Benefit Protection Act as amended. I understand this Waiver and Release applies to any and all forms of age discrimination, including discrimination in employee benefit programs.

This Waiver and Release is a part of an agreement between myself and Sweetwater County School District Number One, State of Wyoming by virtue of which I have made application for continuing health care benefits upon my voluntary termination of employment, and my receipt of those benefits is contingent upon the approval of the Board of Trustees of my request for said health care benefits and this Waiver and Release becoming final and binding.

I have been given this document to review and read and I have been advised to consult with an attorney prior to executing this agreement. I understand that I have this right and that any questions I have regarding any of the rights or claims under the ADEA or any other law which I am waiving or releasing may be discussed with an attorney of my choice, and that I do not need to and am not required to execute this agreement until such time as I fully understand the significance of this Waiver and Release.

I understand that this Waiver and Release applies to any and all rights or claims that I now have or may have, whether known or unknown, but does not extend to claims or rights that may arise after the date I sign this agreement.

I further understand that the continuing health care benefits I am applying for are something that I am entitled to only in accordance with the Health Care Severance Incentive Plan of Sweetwater County School District Number One, State of Wyoming and compliance with the procedures set forth therein. The health care benefits which I am requesting to receive will be in addition to any compensation to which I may currently be entitled, and until such time as I have executed this agreement and complied with the other requirements of said Plan, and my request has been approved by the Board of Trustees, I understand that I am not entitled to continuing health care benefits as provided in said Plan.

I was given a period of at least twenty-one (21) days within which to consider this agreement. I have either taken twenty-one (21) days to consider the agreement before executing it or if I executed it prior to the expiration of twenty-one (21) days, there were at least twenty-one (21) days which expired between the time I was given this agreement and the date of the Board of Trustee's actions to approve my request for continuing health care benefits upon termination of employment, and I understood that I could rescind my request for termination of employment and my release and waiver of this agreement at any time prior to the Board of Trustee's action.

I further understand that I may revoke this agreement at any time prior to approval of my request for said benefits by the Board of Trustees or seven (7) days following the execution of this agreement, whichever is later, and I understand that this agreement shall not become effective or enforceable until the revocation period has expired.

The Waiver and Release agreement is executed in accordance with the Health Care Severance Incentive Plan of the Sweetwater County School District Number One, State of Wyoming which may be utilized on an individual basis by any employee qualifying for benefits pursuant to the terms of that policy. It is not an agreement which is being utilized in accordance with a termination program offered to any group or class of employees which is to be terminated.

My participation in the Health Care Severance Incentive Plan and my termination of employment, as well as my execution of this agreement, is totally voluntary and made after careful review and consideration.

DATED this _____ day of _____ 20 _____

Employee _____

The State of Wyoming

County of _____

The foregoing instrument was acknowledged before me by _____

this _____ day of _____ 20 _____

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

School District #1, Sweetwater County Wyoming