

VOLUNTARY AGREEMENT and RELEASE OF CLAIMS

This Voluntary Agreement and Release of Claims ("Agreement") is entered into between the Council on American-Islamic Relations and:

Name: (hereinafter, "Recipient") Social Security or ID No.:

Address: Date and Location of Birth:

For the sum of _____ dollars, the delivery, receipt and sufficiency whereof is hereby acknowledged, Recipient _____ hereby completely releases and forever discharges The Council on American-Islamic Relations ("CAIR"), its heirs, executors, administrators, agents and assigns, and all their other officers, firms or corporations liable or who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which the undersigned now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of my contacting CAIR on or about the day of _____ to handle my case regarding _____

The undersigned agree that the receipt of funds in the amount set forth in this Agreement does not constitute the admission of liability, direct or vicarious, or violation of any applicable law, contract provision or any rule or regulation.

Recipient hereby declares that the terms of this release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and release of any and all claims arising out of the aforesaid incident and for the express purpose of precluding forever and further additional claims arising out of the aforesaid incident.

Recipient further states that this Release has been reviewed by Recipient's own privately retained counsel, or that Recipient has had the opportunity to retain counsel for this purpose and knowingly and voluntarily wishes to proceed nevertheless. Moreover, Recipient represents that there has been no

coercion, promise or unwarranted pressure to sign this Release on part of CAIR, its agents, or assigns.

The undersigned agree that this Agreement is the only and the complete agreement between them and that no party makes any other representations or promises regarding the aforesaid incident.

Further to the extent any prior statements or representations were made they are hereby integrated into this Agreement and any contrary statements are superseded by this Agreement. Provided if any provision of this Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, the provision shall be deemed modified to the extent necessary to render it valid or not applicable to given circumstances, as the situation may require, and this Agreement shall be construed and enforced as if such provision had been included herein as so modified in scope or application or had not be included herein, as the case may be. Provided further, that should such modification prove impossible, the invalidity of any provision(s) of this Agreement shall not affect the continued validity of the remaining provision(s) which shall remain in full force and effect.

Recipient hereby agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to a third party any information regarding this Agreement or the aforesaid incident surrounding this Agreement, except as approved in writing by CAIR.

Recipient hereby agrees that in the event of a breach of this Agreement CAIR will be entitled to Damages in the amount of \$25,000.00 from Recipient for the purpose of conducting meetings, workshops, press releases, fliers and the like to reverse or minimize the damage to CAIR's reputation caused by the Recipient's Breach.

This Agreement shall be construed and interpreted in accordance with the laws of the District of Columbia.

This Agreement shall become effective on execution.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this [redacted] day of [redacted], 20[redacted]

Signed, sealed and delivered in the presence of:

[redacted] (SEAL)

[redacted] (SEAL)