

**SAMPLE SEVERANCE AGREEMENT AND GENERAL RELEASE
FOR AT-WILL EMPLOYEE:**

This separation agreement and general release is made and entered into by and between *the Gymnastics Center* and _____.

Whereas _____ has been employed by *the Gymnastics Center* as _____ since _____; for sound business reasons and in the best interests of both parties, it has been decided that _____ will leave his or her position with *the Gymnastics Center* and resign;

The Gymnastics Center and _____ do not anticipate that there will be any disputes between them or legal claims arising out of _____'s separation from *the Gymnastics Center*, but nevertheless desire to ensure a completely amicable parting and to settle fully and finally any and all differences or claims that might otherwise arise out of _____'s employment with *the Gymnastics Center* and the termination of employment;

The Gymnastics Center does not normally provide severance or any kind of continuation pay or benefits to employees who resign; and

The Gymnastics Center will use its good offices to assist _____ in securing other employment;

Now, therefore, in consideration of the mutual promises contained herein, it is agreed as follows:

1. *Resignation.* _____ will resign from his or her position as _____ no later than _____.
2. *Continuation of pay and benefits.* In consideration of this agreement, *the Gymnastics Center* agrees to continue to pay _____ after he or she resigns his or her regular salary, and to continue to make contributions on his or her behalf so that coverage under *the Gymnastics Center's* medical, dental, life insurance, and retirement plans will continue, up until the earlier of _____ or such date on which he or she commences employment with another employer. It is understood that there will be no continuation of any other benefits (e.g., vacation or leave) during this time period.
3. *Outplacement services.* *The Gymnastics Center* agrees to reimburse _____ for cost he or she may incur for outplacement services up to a maximum of \$ _____. *The Gymnastics Center* may request _____ to submit appropriate documentation reflecting these costs.

4. *Confidentiality.* Each party agrees to keep the facts and terms of this separation agreement and general release in strict confidence and refrain from making any negative or critical remarks about the other party. Except for litigation arising out of the breach or enforcement of this agreement, this agreement shall not be admissible in any legal proceeding.
5. *References.* _____ agrees to any requests for references will only be directed to _____. *The Gymnastics Center* agrees that in response to such reference requests, neutral references will be provided. *The Gymnastics Center* will not be liable with respect to any requests for references that are directed to anyone other than _____.
6. *Release of claims.* In consideration of the severance payment and other promises contained herein, and as a material inducement to *the Gymnastics Center* to enter this agreement, _____ hereby irrevocably and unconditionally releases, acquits, and forever discharges *the Gymnastics Center* and its assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives, and attorneys of such parent companies, divisions, subsidiaries, and affiliates), and all persons acting by, through, under, or in concert with any of them (hereinafter 'the Releases'), from any and all claims, demands, or liabilities whatsoever, whether known or unknown or suspected to exist by _____ which _____ ever had or may now have against the releases, of any of them, including, without limitation, any claims, demands, or liabilities (including attorneys' fees and costs actually incurred) in connection with _____'s employment and termination of such employment. This release expressly covers, but is not limited to, any claims for _____.
7. *Employer property and trade secrets.* _____ will return to *the Gymnastics Center* any and all of its property and documents which he or she may have in his or her possession. _____ further agrees never to disclose to any person or entity any confidential or proprietary information of or about *the Gymnastics Center*, except upon the express authorization and consent of *the Gymnastics Center*.
8. *COBRA.* _____ hereby acknowledges that *the Gymnastics Center* has advised him or her that pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) he or she has a right to elect continued coverage under *the Gymnastics Center* group health plan, at his or her own expense, for a period of eighteen months from the date of this release. Such election must be made no later than sixty days after that date.
9. *No admission of wrongdoing.* This agreement shall not in any way be construed as an admission by the released parties of any acts of wrongdoing whatsoever against _____ or any other person.

10. *Entire agreement.* This agreement and release sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

11. *Statements to unemployment board and to others.* *The Gymnastics Center* agrees that it will not contest _____'s application for unemployment insurance benefits. Notwithstanding this agreement, however, *the Gymnastics Center* reserves the right to truthfully furnish information requested by the unemployment board or any other agency and to rebut false or misleading information submitted by the employee, whether requested to do so or not.

I have read and carefully considered this separation agreement and general release, and have had an opportunity to ask questions about it and have had my questions answered. Further, *the Gymnastics Center* has indicated that I am free to discuss this agreement with my family and my attorney. I am signing this agreement freely and voluntarily.

Signed: _____

Date: _____