

**WAIVER AND GENERAL RELEASE<sup>5</sup>**

I request that the University of California provide an assessment of my performance while an employee of the University of California to potential future employers who may request such a reference. I hereby release and forever discharge The Regents of the University of California, its officers, directors, agents, and employees from all charges, claims, and causes of action of every kind which I have had, or may in the future have, relating in any manner to the information provided regarding my employment with the University of California. I agree not to start, join, or cause to be started a lawsuit or any action arising from any alleged unlawful conduct relating to this reference provided by the University of California, in any forum. I understand and agree that the waivers in this release include any and all discrimination actions, including, but not limited to, actions for discrimination under the Immigration Reform and Control Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the California Fair Employment and Housing act, federal and state wage and hour laws, and under any other federal or state laws, the law of contract and tort, or common law.

I understand that this Waiver and General Release is designed to avoid any possible lawsuit or administrative complaint. I understand and agree that this Waiver and General Release is a full and final release applying to all unknown and unanticipated damages or losses resulting from or in any way related to the employment reference given by the University of California. I hereby waive the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

<sup>5</sup> A separate waiver should be required for each reference requested by a job seeker, as required by the reference giver. It is recommended that the reference giver retain the waiver for a period of 10 years.