

WAIVER AND GENERAL RELEASE

THIS WAIVER AND GENERAL RELEASE (this “Agreement”) is made and entered into as of the Effective Date (as defined herein) by _____ (the “Reference Seeker”).

RECITALS:

WHEREAS, the Reference Seeker desires to request and receive a detailed, candid, statement of employment reference (the “Reference”) from _____ (the “Former Superior”) with regards to their time working together at _____ (the “Former Employer”) via SafeHire LLC’s, a Florida limited liability company (“SafeHire”) web portal;

WHEREAS, the Reference Seeker acknowledges and agrees that the Reference Seeker shall only receive the opinion of an individual (specifically, the Former Superior) and not that of a company (the Former Employer);

WHEREAS, the Reference Seeker acknowledges and agrees to assume that the statements made and received by the Former Superior are made in good-faith;

WHEREAS, upon the Reference Seeker’s receipt of the Former Superior’s Reference on the SafeHire web portal, the Reference Seeker shall then have the sole option of whether or not to publish the Reference on the Reference Seeker’s SafeHire profile;

WHEREAS, the Reference Seeker acknowledges and agrees that the Former Superior and the Former Employer shall be authorized by the Reference Seeker to respond directly to follow-up and further requests for information from SafeHire or the Reference Seeker’s presumed prospective employers;

WHEREAS, the Reference Seeker acknowledges and agrees that in order to encourage the Former Superior and the Former Employer to provide the Reference, it shall be necessary for the Reference Seeker to provide a full release to the Former Superior and the Former Employer for the Reference received, in addition to providing a full release to SafeHire;

WHEREAS, the Reference Seeker acknowledges and agrees that the Reference Seeker’s voluntary request of the Reference, and any subsequent publishing of the Reference, shall constitute full consent and a complete waiver to any potential claim of defamation by the Reference Seeker against the Former Superior, the Former Employer and SafeHire; and

NOW THEREFORE, in consideration of these premises, the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Reference Seeker agrees as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein.

2. Waiver and Release of Claims. In consideration of receiving the Reference, which the Reference Seeker acknowledges and agrees is not otherwise required from the Former Superior and/or the Former Employer, and upon the advice of counsel retained by and on behalf of the Reference Seeker, if any, the Reference Seeker hereby voluntarily, knowingly, and willingly, releases and waives all rights and claims of every nature and description, both *known and unknown*, whether in tort or in contract, or under statute or regulation or otherwise, regarding any aspect of the Former Superior's and the Former Employer's statements (whether or not published) regarding the Reference Seeker's employment or separation from employment with the Former Employer, as against the Former Superior, the Former Employer, SafeHire, and each of their affiliates, insurers, successors and assigns, and all of their respective current and former officers, directors, shareholders, members, managers, employees, attorneys, and agents thereof (collectively, the "Released Parties"). The claims released include, but are not limited to, rights or claims under all federal, state, and local constitutional and statutory provisions, ordinances, orders, and regulations.

3. Indemnification. The Reference Seeker agrees to hold and save SafeHire harmless, and to protect, indemnify and defend SafeHire (with counsel reasonably acceptable to SafeHire) from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including reasonable attorneys' fees incurred or sustained by SafeHire, which SafeHire may sustain or incur in any other action at law or in equity under any theory or recovery arising from or as a result of the Reference and SafeHire's involvement in securing and publishing same on its website.

4. Representations and Covenants of the Reference Seeker.

a) Acknowledgements and Affirmations. The Reference Seeker represents and affirms to SafeHire, and all prospective employers that may utilize the Reference in their employment evaluations, that the Former Superior and Former Employer identified herein are actual and legitimate, and that the Reference Seeker was both employed by the Former Employer and served under the Former Superior's supervision and direction. The Reference Seeker acknowledges that it is fraud to misrepresent these statements and that the Reference Seeker may be liable for civil and criminal penalties resulting from any such misrepresentation.

b) Covenant Not to Sue. The Reference Seeker covenants that the Reference Seeker will not, either directly or indirectly, commence, prosecute, or cause to be commenced or prosecuted against any of the Released Parties, any action or other proceeding in any federal, state, or local court based upon any claims, demands, causes of action, obligations, damages, or liabilities which are released by this Agreement.

c) Non-Disparagement. The Reference Seeker agrees not to make false or disparaging comments, oral or written, about any of the Released Parties to any third party.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Reference Seeker and the Released Parties. Without limiting the generality of the foregoing, this Agreement shall also inure to the benefit of any successor in interest or assign of any of the Released Parties.

6. Severability. In the event that any one or more provisions of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void,

excluding the general release language of Paragraph 2 of this Agreement, the Reference Seeker agrees that the court shall be requested to judicially modify such unenforceable provision consistent with the intent of this Agreement so that it shall be enforceable to the fullest extent possible.

7. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions. The Reference Seeker hereby submits to the jurisdiction of, and waives any objection against, the Circuit Court of Seminole County, Florida in respect of all actions arising out of or in connection with the interpretation or enforcement of this Agreement, and the Reference Seeker consents to the personal jurisdiction of such courts for such purposes. Venue for any claim arising out of or related in any way to this Agreement shall be a state or federal court of competent jurisdiction sitting in or having jurisdiction over Seminole County, Florida. In the event of a breach of any provision of this Agreement, any of the Released Parties may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach.

8. WAIVER OF JURY TRIAL. IN ANY LITIGATION ARISING UNDER THE ENFORCEMENT OF THIS AGREEMENT, THE REFERENCE SEEKER WAIVES THE RIGHT TO A JURY TRIAL.

9. Headings. The headings in this Agreement are for convenience only and shall not control the interpretation of this Agreement.

10. Attorneys' Fees. If an attorney is retained to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including any such fees incurred by supervised paralegals through arbitration, trial, or appellate proceedings. Furthermore, the prevailing party shall also be entitled to attorneys' fees incurred in determining the amount of attorneys' fees the prevailing party is entitled to.

11. Effective Date. This Agreement shall become effective on the date that the Reference Seeker signs this Agreement.

IN WITNESS WHEREOF, the Reference Seeker has hereunto set his/her hands and caused these presents to be executed in his/her name and on his/her behalf, all as of the day and year written below.

“REFERENCE SEEKER”

Signature: _____

Printed Name: _____

Date: _____