

RELEASE AND DISCLAIMER

I, _____, reside

at _____. By placing my Initials to the left of each numbered item below, I affirm that I understand it and agree with it.

_____ 1. I have submitted to the San Luis Obispo County Branch of the NAACP a Complaint of Discrimination directed against _____.

_____ 2. I understand that the NAACP is a private, nonprofit, voluntary organization. It is not a government agency. Filing a complaint with the NAACP is not the same as filing a complaint with an administrative agency or filing suit in a court of law. Whatever rights I have to file a complaint with an administrative agency or to file a civil lawsuit are completely unaffected by whether or not I have filed my complaint with the NAACP.

_____ 3. The deadline by which I must file my complaint or lawsuit with _____ is _____. If I do not file my complaint or lawsuit with _____ by that time, I may have no right to a recovery from any harm from the Respondent.

_____ 4. I have authorized the NAACP to (1) investigate my complaint; (2) to attempt to mediate my complaint with Respondent in order to explore the possibility of settlement; and (3) if there is no settlement, to provide me at least three referrals of lawyers who may consider representing me in litigation against Respondent.

_____ 5. I understand that the NAACP in no way guarantees the competency, professionalism or fitness of the lawyers whose names have been provided.

_____ 6. I will provide the NAACP copies (not originals) of whatever documents I have to support the complaint. If I request in writing that some of the material will be held in confidence, the NAACP will hold it in confidence; otherwise the NAACP may share it with the Respondent or with state or federal anti-discrimination agencies.

_____ 7. If the NAACP mediates my complaint with Respondent, I will refrain from filing my complaint with a state or federal anti-discrimination agency or filing a lawsuit while the mediation is in progress. However, I am free at any time, after notifying the NAACP of my intentions, to terminate the mediation and file my complaint with a state or federal anti-discrimination agency or file a lawsuit. If the mediation is nonbinding, I am not required to accept a settlement with Respondent.

_____ 8. NAACP will receive no funds from any mediation or settlement. Persons conducting settlement and negotiations are not lawyers and are not providing legal services.

_____ 9. I agree that if I accept a settlement with Respondent, I will be required to sign a release of Claims against Respondent, and I will honor the terms of such a Release and Claim.

_____ 10. I understand that if the NAACP refers me to a private attorney, I am not required to retain him or her and he or she is not required to offer legal representation to me. I understand that such representation as he or she might offer to me need not be without charge, but may be on whatever terms he or she and I agree on. I understand that he/she does not also represent the NAACP, nor is she employed or paid by the NAACP.

_____ 11. I understand that the NAACP is not a law firm and cannot provide me with legal advice or legal representation. Although some of its members and volunteers are lawyers, they represent the NAACP and not me personally.

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_____ 12. I release and hold harmless the NAACP, its officers, directors, employees, agents, personal actions and actions, cause and causes of action, suites, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreement, promises, variances, trespasses, damages, judgments, executions, claims and demands whosoever in law and in equity, which I ever had, may have in the future, or which any of my personal representatives, successors, heirs or assigns hereafter can, shall or may have against the NAACP, upon or by reason of the NAACP's handling of my Complaint of Discrimination.

Signature of Complainant _____

Date: _____