

GENERAL RELEASE AND WAIVER

For good and valuable consideration, the receipt of which is hereby acknowledged, the City of Jonesboro on behalf of itself and on behalf of its past, present of future beneficiaries, employees, agents, partners, administrators, executors, assigns (“the Releasing Parties”), hereby releases and forever waives all claims arising from Ford Motor Company’s (i) advertising of the 2005 Model Year Crown Victoria Police Interceptor and (ii) sale to the Releasing Parties of the 2005 Model Year Crown Victoria Police Interceptor – as well as any of Ford’s past, present and future parent and subsidiary corporations, divisions, affiliates, partners, dealers, joint venturers, stockholders, predecessors, successors, assigns, officers, directors, employees, agents, representatives, administrators, trustees, fiduciaries and any other person, firm, entity, association, or corporation with whom they may now or hereafter be affiliated – and each of them (collectively, the “the Released Parties”), from any and all claims, demands, obligations, losses, elements of damage, causes of action, costs, expenses, attorney’s fees, liabilities, restitution, and indemnities of any nature whatsoever, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether known or unknown, which as of the date of this Agreement April 5, 2005 (insert date) formerly had, now has, or claims to have against the Released Parties, arising out of or in any way connected with the advertising or sale of the 2005 Model Crown Victoria Police Interceptors. This release and waiver does not and is not intended to limit warranty coverage.

On behalf of the Releasing Parties, Mayor Doug Formon expressly waives any right or claim of right to assert hereafter that any claim, demand, obligation, and/or cause of action has, through ignorance, oversight, or error, been omitted from the terms of this Agreement, and further expressly waives any right or claim of right that he may have under the law of any jurisdiction that provides that releases such as this Agreement do not apply to unknown or unstated claims. It is the express intent of Mayor Doug Formon, on behalf of the Releasing Parties, to waive any and all claims described in this Agreement, including any that presently are unknown, unsuspected, unanticipated or undisclosed.

Mayor Doug Formon, on behalf of the Releasing Parties, acknowledges that there is a risk that, subsequent to the execution of this Agreement, it or another Releasing Party may incur damage or loss that one or more of the Releasing Parties deems in some way attributable to the Released Parties' conduct relating to the advertising or sale of 2005 Model Crown Victoria Police Interceptors, but that is unknown and unanticipated at the time this Agreement is executed. On behalf of the Releasing Parties, Mayor Doug Formon acknowledges and assumes such risk that damages presently known may become more progressive, greater or more serious than is now known, expected or anticipated.
