

RELEASE AND CONSENT¹

1. All capitalized terms in this Release and Consent are defined in the Plan and have the meanings stated in the Plan.

2. In consideration of the treatment under the Plan including my right to participate in the Claim Protocol and to have my Allowed Tort Claim, if any, paid by the Trustee from the Trust Assets on a *pro rata* basis with other Victims Survivors holding Allowed Tort Claims after payment of costs of administration of the Trust, and for other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:

a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Protected Parties of liability for any claims for damages, or for any equitable remedy asserted against the Protected Parties related to bodily injuries or personal injuries including but not limited to emotional distress, mental distress, mental anguish, shock or humiliation caused by or related to (i) acts of abuse committed by any cleric, employee, volunteer, or other entity associated with the RCDA Parties or any affiliate; (ii) the failure to properly hire, install, and/or supervise any cleric, any volunteer, or any other employee of or entity associated with the RCDA Parties or any affiliate; (iii) the processing, adjustment, defense, settlement, payment, negotiation, or handling of any claims, demands, suits, proceedings, or causes of action based upon or relating in any way to the claims made as a result of any abuse or other claim related to the RCDA Parties or any affiliate; (iv) the failure to warn, disclose, or provide information concerning the abuse or other misconduct of clergy, other employees or volunteers or entities associated with the RCDA Parties or any affiliate; or (v) any other claims that were asserted or could have been asserted in the State Court Action.

b. Hereby agree to:

- (i) Participate in the Claim Protocol;
- (ii) Have my Allowed Tort Claim, if any, channeled into the Trust and to be treated, administered, determined, and paid by the Trustee from the Trust Assets under the procedures and protocols and in the amounts established under the Plan, the Trust, and any order of the Court;
- (iii) Be permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Tort Claim against any of the Protected Parties including:

¹ **The Victims/Survivors' Compensation Plan and related documents are subject to the review and approval of the RCDA Parties and the Insurers and all rights are reserved.**

- (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Tort Claim against any of the Protected Parties or against the property of any of the Protected Parties;
- (b) enforcing, attaching, collecting or recovering, by any manner or means, from any Protected Parties, or from the property of any Protected Parties, with respect to any such Tort Claim, any judgment, award, decree, or order against any Protected Parties;
- (c) creating, perfecting or enforcing any lien of any kind against any Protected Parties, or the property of any Protected Parties with respect to any such Tort Claim;
- (d) asserting, implementing or effectuating any Tort Claim of any kind against: (1) any obligation due any Protected Parties; (2) any Protected Parties; or (3) the property of any Protected Parties;
- (e) taking any act, in any manner, in any place whatsoever that does not conform to, or comply with, the provisions of the Plan; and
- (f) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due any of the Protected Parties or the property of the Protected Parties.

(iv) File a notice of dismissal with prejudice of the State Court Action.

3. I have been provided with copies of the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release and Consent. The undersigned has read and understands and the undersigned's lawyer has read and explained to the undersigned, the Plan, and the exhibits thereto, and this Release and Consent.

4. I understand and agree that any payment from the Trust to me does not constitute an admission of liability of any kind or nature by the Trust or any Protected Party.

5. I consent to having my Tort Claim determined through the Claim Protocol by the Claim Administrator and whose decision is final and that there is no review of the decision by a court or any other party.

6. I consent to, and agree to be bound by, the releases and injunctions in the Plan.

7. I understand that payment from the Trust Fund constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

8. I represent and warrant that I have not assigned or otherwise transferred any interest in my Tort Claim(s).

9. I hereby authorize the Center for Medicare & Medicaid Services ("CMS"), its agents and/or contractors to release, upon request, information related to my injury/illness and/or

settlement since my date of birth to the CVA Claims Reviewer and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the CVA Claims Reviewer and all other professionals retained by him/her, and further authorize the CVA Claims Reviewer to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

10. This Release will bind my successors, heirs, assigns, agents, and representatives.

TO BE COMPLETED BY VICTIM/SURVIVOR OR AUTHORIZED REPRESENTATIVE OF VICTIM/SURVIVOR’S ESTATE:

DATED: _____

Name of Holder: _____

Address: _____

Signature: _____

Telephone No. (optional): _____

E-mail (optional): _____