

RELEASE OF DOW CORNING AND THE RELEASED PARTIES

NOTE: This Form may be completed online at: www.canadianbreastimplantsettlement.com

BY:

IDENTIFICATION OF CLAIMANT/SETTLEMENT CLASS MEMBER			
BC Registration Number:	Date of Birth:		
	Day	Month	Year
Surname:	First Name:	Middle Name:	

This release is executed by or on behalf of the Settling Claimant named above, who is a Settlement Class Member as that term is defined in the "Dow Corning / British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement," dated January 21, 1999 (which agreement is referred to herein as the "Agreement" or the "Settlement").

WHEREAS, the Settlement Class Member named above is or was a Dow Corning Breast Implant Recipient or the recipient of at least one Breast Implant that is not a Dow Corning Breast Implant but that contains or contained Dow Corning Breast Implant Raw Materials;

WHEREAS, the Settlement Class Member alleges that she has suffered injury or harm caused by or related to her Dow Corning Breast Implant or her Dow Corning Breast Implant Raw Material;

WHEREAS, the Class Action was filed against, among other defendants, Dow Corning Corporation, Dow Corning Canada, Inc., The Dow Chemical Company and Dow Corning-Wright Corporation (collectively referred to herein as "Dow Corning");

WHEREAS, the representative Plaintiff in the Class Action entered into the Agreement with Dow Corning regarding the compensation of the Settlement Class Members and the cessation of the Class Action and other actions relating to Dow Corning Breast Implants;

WHEREAS, the British Columbia Court and the U.S. Bankruptcy Court have issued orders approving the Agreement;

WHEREAS, the Agreement has become effective by its terms; and

WHEREAS, the Agreement requires an Approved Claimant to execute a release confirming the release of Dow Corning and the Released Parties from certain claims before receiving benefits pursuant to the Agreement;

NOW THEREFORE, as consideration for the benefits she receives as a result of the Agreement, the Settlement Class Member releases Dow Corning and the Released Parties as follows:

RELEASE

I. DEFINITIONS

As used in this Release, including the preceding recitals, initially capitalized terms not defined in this Release shall have the meanings set forth in the Agreement. Where the context so indicates or requires, each defined term stated in the singular includes the plural, and each defined term stated in the plural includes the singular. Where the context so indicates or requires, feminine pronouns and female references include the masculine, and masculine pronouns and male references include the feminine.

IDENTIFICATION OF CLAIMANT/SETTLEMENT CLASS MEMBER:		
BC Registration Number:	Surname:	First Name:

II. EXCLUSIVE REMEDY

The Settlement Class Member acknowledges that the Agreement provides her sole and exclusive remedy for any claims arising out of or related to her Dow Corning Breast Implant(s) or Dow Corning Breast Implant Raw Materials that she has brought, might have brought, or could bring in the past, present or future against Dow Corning and/or the Released Parties. The Settlement Class Member agrees further that any compensation approved under the Agreement to be paid to the Settlement Class Member constitutes the sole and total compensation to the Settlement Class Member for any such claims.

III. NO INVOLVEMENT BY DOW CORNING

The Settlement Class Member acknowledges that Dow Corning shall not have any involvement in the apportionment of the Settlement Amount as between the Settlement Class Member and other Settlement Class Members, nor any involvement in or responsibility for the actual disbursement of any sum to the Settlement Class Member.

IV. WAIVER, RELEASE AND DISCHARGE

By virtue of the valuable consideration referred to in the Agreement, including, but not limited to, the payment of the Settlement Amount by Dow Corning, the Settlement Class Member's share of the Settlement Amount (if any) as determined by the Claims Administrator, and as reflected herein, every claim arising out of or related in any way to Settlement Class Member's Dow Corning Breast Implant(s) and/or Dow Corning Breast Implant Raw Materials that the Settlement Class Member or Supplemental/Family Member claimant who are related to such Settlement Class Member had, has or may have in the future was, on the effective date of the Agreement, and is now conclusively compromised, settled, released and discharged, and, as of the effective date of the Agreement, the Settlement Class Member on behalf of herself and any Supplemental/Family Member claimant to whom she is related, forever releases and discharges Dow Corning Corporation, Dow Corning-Wright Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and, for each of the aforementioned, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns, and the "Settling Insurers," as that term is defined in the Confirmed Plan of Reorganization, from any past, present and future claims, actions, demands and liabilities of any nature whatsoever relating to Breast Implants and/or their component Raw Materials.

V. WARRANTIES

The Settlement Class Member warrants that she:

- A) has received or has had the opportunity to receive legal advice as to the nature, effect and extent of both the Agreement and this Release;
- B) has not been made any payment, promise, representation or inducement by Dow Corning and/or the Released Parties or any person acting on behalf of Dow Corning and/or the Released Parties other than as set out in the Agreement and this Release; and
- C) has provided true and correct information in her Registration/Opt-In Form, Claim Form, Ongoing Claim Form and/or any related claims documents and materials that she submitted to the Claims Administrator.

IDENTIFICATION OF CLAIMANT/SETTLEMENT CLASS MEMBER:		
BC Registration Number:	Surname:	First Name:

VI. NO ADMISSION

Both this Release and the Agreement to which it relates are a result of a compromise of a disputed claim and shall never at any time for any purpose be considered as an admission of liability or responsibility of Dow Corning and/or the Released Parties for any claims arising out of or relating in any way to any Breast Implant and/or their component raw materials.

VII. USE OF THIS RELEASE

This Release may be pleaded as a full and complete defense by Dow Corning and/or the Released Parties to any action, suit or proceeding initiated or pursued by or connected to the Settlement Class Member in connection with any claim arising out of or relating in any way to Breast Implants and/or their component raw materials or to the Agreement.

VIII. EXECUTION

This Release will be executed by the Settlement Class Member and delivered to the Claims Administrator who shall deliver it to Dow Corning pursuant to the provisions of the Agreement.

IN WITNESS WHEREOF, this Release consisting of three (3) pages has been executed by the Settlement Class Member or her duly authorized representative as of the date set forth below.

Dated at _____, this _____ day of _____, 200__

Settlement Class Member (or Representative) (Signed Under Seal):				
Please print or type name	Surname:		First Name:	
Street Address or PO Box:		City:	Province:	Postal Code:

Witnessed by			
Witnesses Signature:		Dated	
		Day	Month
Witness Name: (Please print or type):	Surname:		First Name: