

Listuguj Mi'gmaq Government

Gespe'gewaq (THE PEOPLE OF THE LAST LAND)



WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT ("AGREEMENT")

I agree that if I choose to engage the gratuitous assistance of Listuguj First Nation, in completing, selecting a harm level and filing my Indian Day Schools Class Action Settlement Claim Form (my "Form"), I do so voluntarily and at my own risk. I further understand and agree as follows:

1. Listuguj First Nation is not acting as my agent nor is Listuguj First Nation providing me with any legal advice in relation to my Form. Listuguj First Nation is merely offering to gratuitously provide me with administrative assistance in completing and filing my Form. My choice to engage the gratuitous assistance of Listuguj First Nation is undertaken by me solely at my own risk;
2. Listuguj First Nations has no interest in and will in no way benefit or profit from the completion or filing of my Form;
3. The advice and comments offered by Listuguj First Nation regarding my Form are merely gratuitous suggestions and I am free to accept or reject them. I understand that Listuguj First Nation makes no warranty with respect to the accuracy or consequences of their advice or comments and that I am solely responsible for the consequences of my decision to accept or reject the advice and comments of Listuguj First Nation;
4. There are risks that my Form could be completed and/or filed incorrectly, and that this could affect my compensation, and I freely and voluntarily assume all responsibility for my Form, its contents and the filing of my Form. I understand and agree that Listuguj First Nation does not assume any responsibility whatsoever for the completion, filing or accuracy of my Form;
5. I, my heirs, executors, administrators, successors and assigns do hereby release Listuguj First Nation, and all of its and all of its affiliated and related First Nations Governments and their councillors, agents, successors, servants, employees, officers, directors, and assigns (collectively referred to as "Listuguj") from all liability and do hereby waive as against Listuguj all recourse, proceedings, demands, claims and causes of action of any kind whatsoever, whether in law or in equity, in respect of all losses or damages which I may suffer arising out of, or in connection with the assistance I received completing and filing my Form, notwithstanding that such injuries or losses may have been caused solely by the negligence or breach of any statutory or other duty of care by Listuguj.
6. I acknowledge that I have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement.

I HAVE CAREFULLY READ THE FOREGOING WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I UNDERSTAND AND ACCEPT THE TERMS AS DESCRIBED ABOVE. I VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

(SIGNATURE)

Date

Witness to Signature

Date