Final Legal Release

IN CONSIDERATION of the agreement by the Office of Indian Residential Schools Resolution Canada on behalf of Her Majesty the Queen in Right of Canada to resolve my claim arising from or connected with my attendance at and/or the operation of Indian Residential Schools within the Indian Residential Schools Alternative Dispute Resolution Process ("the ADR Process");

AND IN CONSIDERATION of the agreement between the Government and the General Synod of the Anglican Church of Canada, the Missionary Society of the Anglican Church of Canada, and the Anglican Church of Canada Resolution Corporation, whereby the Anglican parties to the agreement agreed to contribute to the Award:

AND IN CONSIDERATION of the payment or promise of payment of the sum of $_____ plus costs [*delete reference to costs if the Claimant is unrepresented*] and disbursements of $_____ for a total of $_____ ("the Award"):

1.   Subject to paragraph 4 [*OR "paragraph 3" if para 3 below is deleted because no action had been commenced*], I release and forever discharge Her Majesty the Queen in Right of Canada, the Attorney General of Canada, the General Synod of the Anglican Church of Canada, the Missionary Society of the Anglican Church of Canada, the Anglican Church of Canada Resolution Corporation, and all the Anglican entities listed in Schedule "A", their successors and assigns, and their Ministers, officers, employees, servants, and agents ("the Releasees") from all claims or causes of action of every description I ever had, now have or may in future have against them (whether I now know about these claims or causes of action or not), arising out of any tortious, civil, criminal or any other form of legal or equitable wrong occurring in the context of, and/or

harm of any description whatever suffered by me as a result of any or all of:

    (a) My attendance at _____ Indian Residential School [*insert name of one or more IRS actually attended by the Claimant*], and/or

    (b) My participation in a program or activity associated with or offered at or through any Indian Residential School, and

    (c) The operation generally of Indian Residential Schools.

2.   Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3.   [*Delete this paragraph if the plaintiff did not commence an action before applying to ADR*] In addition, and subject to paragraph 4 of this Release, I release and forever discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against the Attorney General of Canada and [*insert names of any other parties*], being [*Court File No.*] issued in the [*judicial district*] of the [*proper name of court*], for compensation and damages relating to my experiences at Indian Residential School (the "Action"). I agree to discontinue the Action as part of this settlement.

4.   This release shall not operate as a bar to my initiating a claim against the Attorney General of Canada or Her Majesty the Queen in Right of Canada for losses of specific aboriginal cultural practices and/or for loss of an aboriginal language suffered by me as a result of my attendance at one or more Indian Residential Schools, nor as a bar to my pursuing such a claim should the Canadian courts so permit.

5.   The claims and causes of action referred to in paragraphs 1, 2 and 3, subject to paragraph 4 [*OR "1 and 2, subject to paragraph 3" if para. 3 above is deleted because no action had been commenced*], are referred to in this Release as "the Released Claims".

6.   I will not make any further claims of any kind against the Releasees with respect to the Released Claims. I accept that the payment of the Award is meant to be a full, final and binding settlement, as against the Releasees, of all the Released Claims without exception.

7.   I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, they may rely on this Release as an estoppel and a complete defence to any such claim or action.

8.   I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.

9.   I agree that I will not make any claim in relation to the Released Claims against any person or corporation who could claim contribution or indemnity in respect of my claim from any of the Releasees.

10.   I further undertake and agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency, whether by way of subrogated right or otherwise, that arise out of or are in any way connected with the Released Claims. This paragraph includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or governmental authority for any of the Released Claims that are criminal assaults.

11.   If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries

resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this settlement, as well as details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.

12. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily for the purpose of obtaining the benefit of the ADR Process and the Award. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

I have signed this Release the _____ day of _____, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____   _____ (SEAL)
Witness   **[*Name of Releasor*]**

Address:

_____

_____

_____