

## FINAL LEGAL RELEASE

WHEREAS I, [*Plaintiff*] of [*address*], in the province of [*province*], Canada, have commenced 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”).

NOW THEREFORE in consideration of the payment of \_\_\_\_\_ Dollars (the "settlement funds"), the receipt and sufficiency of which I hereby acknowledge, I covenant and agree as follows:

1. Subject to paragraph 3, I hereby release and forever discharge Her Majesty the Queen in Right of Canada, the Attorney General of Canada, [*name of contributing Church entity(ies)*] and all their former, current, and future Ministers, directors, officers, employees, servants, agents, counsel, successors and assigns (all of whom are hereinafter jointly and severally referred to as “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 the following, and/or harm of any description whatever suffered by me as a result of any or all of the following:
  - (a) My attendance at \_\_\_\_\_ Indian Residential School [*insert name of one or more IRS actually attended by the Claimant*], or any other Indian Residential School in Canada, and/or
  - (b) My participation in a program or activity associated with or offered at or through any Indian Residential School; and/or
  - (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. This Release shall not operate as a bar to my initiating a claim against any or all of the Releasees 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. (*NB – if the contributing church is not prepared to accept the same exclusion for future language/cultural loss claims as Canada, IRSRC requires that the Church prepare its own Release document.*)

4. The claims and causes of action referred to in paragraphs 1 and 2, subject to paragraph 3, are referred to in this Release as “the Released Claims”.
5. I agree to discontinue the Action as part of this settlement. 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 settlement funds is meant to be a full, final and binding settlement, as against the Releasees, of all the Released Claims without exception.
6. 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, any of the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.
7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
8. I represent and warrant that no person, agency or other entity is entitled to indemnity or compensation in connection with the matters alleged in the Action.
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 settlement

funds. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

13. This release binds my heirs, descendants, legal representatives, successors and assigns, and inures to the benefit of the Releasees and to their heirs, executors, administrators, successors and assigns.

**WITNESS** my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ at \_\_\_\_\_, in the Province of \_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED**

in the presence of

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
\*\*

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_, of the City of \_\_\_\_\_,  
in the Province of \_\_\_\_\_, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see \*\*\*\* named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
  
2. THAT the same was executed at \_\_\_\_\_, in the Province of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2003, and I am the subscribing witness thereto.
  
3. THAT I know the said \*\*\*\* and s\*he is in my belief of the full age of eighteen (18) years or more.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of \_\_\_\_\_ )  
\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ )  
\_\_\_\_\_, 2003. \_\_\_\_\_ )  
\_\_\_\_\_)  
\_\_\_\_\_)

\_\_\_\_\_  
A COMMISSIONER FOR OATHS  
in and for the Province of \_\_\_\_\_.  
My commission expires:  
-or- Being a Solicitor.

\_\_\_\_\_