

Appendix A
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS (hereinafter referred to as the
"Waiver Agreement")

IMPORTANT: BY SIGNING THIS DOCUMENT YOU WILL BE ASSUMING RISKS AND WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN THE EVENT OF DEATH, INJURY, LOSS OR DAMAGE. IT IS IMPORTANT THAT YOU READ THIS CAREFULLY.

In this document, "Releasee" means Whitefish River First Nation, and its employees, Chief and Councillors, representatives, independent contractors, subcontractors, suppliers, successors, heirs, and assigns.

1. I am aware and accept that Whitefish River First Nation's reserve has been declared by its Chief and Council to be under a State of Emergency due to the COVID-19 pandemic and that the First Nation cannot prevent people from becoming infected with the novel coronavirus that has led to the COVID-19 pandemic.

2. I am aware and accept that there are risks, dangers and hazards of travelling to and from the reserve and staying at my cottage lot and being on the reserve under the conditions set out in the letter dated September 14, 2020 while the state of emergency is in effect, and I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM abiding by those conditions.

3. I am aware and accept that NEGLIGENCE ON THE PART OF THE RELEASEES, including but not limited to not maintaining the reserve or not providing services to the cottage lot where I am residing or to other parts of the reserve is possible, and I HEREBY RELEASE THE RELEASEES from any failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of contracting or suffering from the Covid-19 virus, from the risks, dangers and hazards of abiding by and accepting all the conditions set out in the letter dated September 14, 2020, and from the risks, dangers and hazards of being required to leave the reserve if I do not abide by one or more of the conditions set out in that letter.

4. In exchange for being permitted to stay at the cottage lot and be on the Whitefish River First Nation's reserve in accordance with the conditions set out in the letter dated September 14, 2020 while the State of Emergency declared by the Chief and Council pursuant to the *Whitefish River First Nation COVID-19 Virus By-Law* remains in effect, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, for myself and for my heirs, executors, administrators and assigns, I agree as follows:

WHITEFISH RIVER FIRST NATION

17A Rainbow Ridge Road, Birch Island, Ontario P0P 1A0
TEL (705) 285-4335 FAX (705) 285-4532 www.whitefishriver.ca

I WAIVE ANY AND ALL CLAIMS or demands that I have or may in the future have against the Releasees **AND I RELEASE THE RELEASEES** from any and all liability and/or obligations for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of, or connected with, directly or indirectly, from my staying and coming back and forth onto the reserve under the conditions set out in the letter dated September 14, 2020 or from being required to leave the reserve in case I do not abide by those conditions, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT INCLUDING THE COTTAGE LEASE FOR THE COTTAGE LOT WHERE I RESIDE, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, INCLUDING FAILING TO MAINTAIN THE RESERVE IN A REASONABLE CONDITION, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE, TO THE EXTENT THAT ANY SUCH DUTIES MAY EXIST.**

5. If any provision of this Waiver Agreement is determined to be illegal, invalid or unenforceable by a court from which no appeal exists or is taken, that provision will be severed from this waiver and the remaining provisions will remain in force and effect.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS WAIVER AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS WAIVER AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Dated and witnessed this ____ day of _____, 2020.

Name of Witness {print}

Name of Cottage Lot Resident {print}

Signature of Witness

Signature of Cottage Lot Resident

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