

RELEASE OF LIABILITY

IN CONSIDERATION of the conditional approval for private homeownership of the mobile home held by the Siksika Nation (the “**Siksika House**”) to Jim Stevens and such other consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, Jim Stevens (the “**Releasor**”) (which term includes their partners, beneficiaries, trustees, heirs, predecessors, successors, insurers, personal representatives and assigns) do hereby forever, release, remise and discharge the Siksika Nation, the Siksika Nation Chief and Council, the Siksika Nation Tribal Administration and all its service areas, officers, directors employees consultants, agents insurers and assigns (hereinafter collectively referred to as the “**Siksika Nation**”) from any and all claims, actions, demands, manner of actions, causes of actions, suits, debts, duties, accounts, bonds, warranties, claims over, indemnities, contracts, losses, injuries, undertakings, covenants and liabilities of whatever nature and kind (the “**Claims**”) whether actual, pending or potential, and whether in equity or at law, which against the Siksika Nation, the Releasor now has or may hereafter, can or shall have for or by reason of any cause, matter or thing whatsoever arising out of or in relation to or in connection with the Siksika House.

IT IS UNDERSTOOD AND AGREED that the Releasor had the opportunity to inspect the Siksika House and observe its physical characteristics and existing conditions;

AND IT IS UNDERSTOOD AND AGREED that the Siksika Nation has made no representation or warranty whatsoever with respect to the Siksika House, including any representation or warranty of (a) merchantability; or (b) fitness for a particular purpose;

AND IT IS UNDERSTOOD AND AGREED that the Releasor has not relied on any representation or warranty made by the Siksika Nation, or any other person on the Siksika Nation’s behalf;

AND IT IS UNDERSTOOD AND AGREED that in the event the Releasor should hereafter commence any proceedings involving any Claims against the Siksika Nation relating to the matters dealt with in this release, this document may be raised as an estoppel to any such Claims in the proceedings;

AND IT IS UNDERSTOOD AND AGREED in the event the Releasor commences any such proceedings, the Releasor undertakes and agrees to indemnify the Releasee, on a solicitor and client basis, in respect of any legal fees incurred in relation to any such Claims;

AND IT IS UNDERSTOOD AND AGREED that for the aforesaid consideration, the Releasor undertakes and agrees not to make any claim or take any proceedings against any person, partnership, corporation, or other such entity which might be entitled to claim contribution, indemnity, or other relief over or against the Siksika Nation under the provisions of any statute or otherwise, including the *Contributory Negligence Act* and any amendments and successor legislation thereto, with respect to any of the matters to which this release applies;

AND FOR THE AFORESAID CONSIDERATION the Releasor hereby acknowledges, declares and agrees that it is satisfied with the information provided and has no outstanding requests for information, that it has had sufficient time and opportunity to seek independent legal and other professional advice with respect to the terms of this release, that it understands the terms of this release and voluntarily accepts the consideration referred to above for the purpose of the conditional approval for private homeownership, and represents and warrants that it has not been induced to enter into this release by reason of any representation or warranty of any nature or kind whatsoever;

THIS RELEASE SHALL BE BINDING upon and shall enure to the benefit of the respective successors and assigns of the parties;

AND THIS RELEASE is to be governed by and interpreted in accordance with the laws of Alberta and the Releasor submits to the exclusive jurisdiction of the courts of Alberta in connection with any dispute or interpretation regarding this release.

IN WITNESS WHEREOF the Releasor, Jim Stevens, has hereunto set its hand and seal this [DATE] day of [MONTH], 2022.

Witness
Name:
Address:

Name of Purchaser
