

SCHEDULE "P"

FULL AND FINAL RELEASE

IN CONSIDERATION of my acceptance into the Individual Assessment Process which appears as Schedule D to the Indian Residential Schools Settlement Agreement,

I, _____, fully, finally and forever release and discharge, separately and severally, each of

1. Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors and assigns, and their Ministers, officers, employees, servants, and agents; and,
2. the [church entity];

(the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which 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 from or related to

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

provided that this Release shall not preclude my participation in the Individual Assessment Process in accordance with its terms.

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. [where claimant has started an action] In addition, I fully, finally and forever release and 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"). In consideration of my acceptance into the Individual Assessment Process, I agree to the dismissal of the Action.
4. The claims and causes of action referred to in paragraphs 1 and 2 [or 1, 2 and 3] are referred to in this Release as "the Released Claims".
5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.
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, they 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 agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act (ON)* or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.
9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or

government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity 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.

10. 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 Release, 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.
11. 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 Individual Assessment Process. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.
12. I understand that Her Majesty the Queen does not admit any liability to me by acceptance of this Release or by any payment that may be made to me.
13. I understand that I am not an Eligible CEP Recipient within the meaning of the Indian Residential Schools Final Settlement Agreement, and that I am not entitled to receive and that I will not receive a Common Experience Payment as described in that Agreement.

I have signed this Release the _____ day of _____, 2006.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness

[Name of Releasor]

(SEAL)

Address:

