

**Kiashke Zaaging Anishinaabek – Gull Bay First Nation
Treaty Reserve Claim
Agreement 1**

Release and Waiver

1. My full name is (*print full name*) _____, and I live at (*print full address*) _____, and I am a registered member of Kiashke Zaaging Anishinaabek – Gull Bay First Nation, and my Certificate of Indian Status registration number is (*print status registration number*) _____, and **I DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE:**

[“remise, release and forever discharge” means to give up any legal rights you have against the persons described in 1(a)-(d) below, and to agree to never bring any legal action against any of them in the future for the things described in sections 1(e)-(i) that follow]

- (a) Kiashke Zaaging Anishinaabek – Gull Bay First Nation, its Chief and Council, employees, agents, representatives, servants, and including without limitation its legal counsel and its contractors, and each of their successors and assigns (“**KZA**”),
- (b) His Majesty the King in Right of Canada, as represented by the Minister of Crown-Indigenous Relations, and its ministers, officials, servants, employees, and agents, and each of their successors and assigns (“**Canada**”),
- (c) the Minamon Trust, and the Minamon Trust’s employees, agents, representatives, servants, and including without limitation its legal counsel and its contractors, and each of their successors and assigns (the “**Trust**”), and
- (d) BMO Trust Company as the original trustee of the Trust pursuant to the terms of the *Minamon Trust Agreement*, and BMO Trust Company’s employees, agents, representatives, and servants, and each of their successors and assigns (the “**Trustee**”),

from, and will not assert, any liability, proceeding, claim, or costs of any kind arising from or related to,

- (e) the per capita distribution payment payable to me in the amount of [**REDACTED**] (the “**PCD**”),
- (f) any issue arising or resulting from the negotiation, ratification, or other procedures referred to in the *Kiashke Zaaging Anishinaabek – Gull Bay First Nation Treaty Reserve Claim Agreement 1* (“**Agreement 1**”), resulting in the signing of *Agreement 1* by KZA and Canada,
- (g) any issue arising from or relating to the adequacy of the financial compensation paid by Canada to KZA in accordance with Article 2 of *Agreement 1* (the “**Compensation**”),
- (h) the deposit of the Compensation by Canada into an account for and on behalf of KZA in accordance with Article 2 of *Agreement 1*, and

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- (i) any management, investment, disbursement, payment, per capita distribution, or any other use or dealings with respect to the Compensation, including without limitation by KZA, the Trust, the Trustee, or by any members of KZA, or any loss of the Compensation or interest, in whole or in part, whether through investment or failure of a bank or trust company, or otherwise.
2. I shall not make any claim or commence proceedings of any kind against KZA, Canada, the Trust, or the Trustee, or any person who might claim contribution or indemnity against KZA, Canada, the Trust, or the Trustee.
- [“claim contribution or indemnity” means a legal process where one person seeks to have another person share the responsibility for a legal claim. In other words, if a person is liable for damages or costs, that person can request that others who might also be responsible contribute to or cover part of that liability]*
3. I acknowledge that this Release and Waiver may be raised as an estoppel to any claim or proceedings brought by me or my heirs, executors, administrators, and assigns.
- [“estoppel” is a legal principle that stops a person from claiming or denying something in court that is different than what they previously agreed to by their actions, if someone else relied on that previous agreement]*
- [“heirs, executors, administrators, and assigns” refer to the the people who inherit or handle a person's estate after their death. "Heirs" are people who inherit property by law or will. "Executors" are people appointed to carry out the terms of a will. "Administrators" are people who handle an estate if there is no will. "Assigns" are people that receive rights or responsibilities]*
4. I acknowledge that a summary of *Agreement 1* and the *Minamon Trust Agreement* was provided to me or was made available to me as part of the ratification process for *Agreement 1*, and I had an opportunity to review *Agreement 1* and the *Minamon Trust Agreement* in accordance with the Notice of Ratification Vote that was posted on KZA’s website on January 16, 2025.
5. I hereby accept the PCD being the amount of money paid to me, personally, in full settlement of my claim to a per capita distribution from the Compensation, and I understand and agree that this Release and Waiver will bind my heirs, executors, administrators, and assigns.
6. I acknowledge that I provided KZA with accurate information that is requested from me that is attached to this Release and Waiver as Schedule “A”, so that KZA can make payment of the PCD into my bank account, including without limitation my full name, my address, the name of my bank, and the direct deposit information for my bank account, or a copy of a void cheque, which includes my bank’s institution number and transit number, and my bank account number, and the names of all persons that my bank account is registered to.

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7. I also provided KZA with a standard bank direct deposit form generated by my bank at the branch or by me using online banking, or a copy of a void cheque, along with two pieces of valid government-issued identification to verify my identity, one of which must have my photo on it, or such other identification or documentation required by KZA to verify my identity if I cannot provide two pieces of government-issued identification.
8. I acknowledge and agree that KZA has no obligation to verify any information submitted by me pursuant to this Release and Waiver, and KZA is entitled to rely upon the information submitted by me pursuant to this Release and Waiver.
9. I have not received any tax advice from KZA, Canada, the Trust, or the Trustee concerning the PCD, and I understand that any taxes owed to any government are my sole responsibility.
10. I acknowledge that if a part of this Release and Waiver is found by a court to be invalid or unenforceable, then the rest of this Release and Waiver is still valid and enforceable.
11. By signing this Release and Waiver, I confirm that I have had the opportunity to consult with a lawyer of my choice and have either obtained such advice or voluntarily chosen not to do so, and I fully understand the terms, conditions, and implications of this Release and Waiver on me, and that I am signing it freely and voluntarily, without any undue influence or coercion.

Dated at (enter name of First Nation, city, town, village) _____, in the Province of (enter name of province) _____, on the following date (enter month, day, year) _____.

<u>[REDACTED VERSION]</u>)	<u>[REDACTED VERSION]</u>)
Witness Signature (must be 18 years of age or older))	KZA Member's Signature)
))
<u>[REDACTED VERSION]</u>)	<u>[REDACTED VERSION]</u>)
Witness Printed Name)	KZA Member's Printed Name)
))

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Schedule “A”

I authorize KZA to deposit my PCD payment into the following account:

Name of Bank: _____

Address of Bank: _____

Bank Institution No.: _____

Branch Transit No.: _____

Bank Account No.: _____

**Full Names of All
Persons Named
on my Bank Account:** _____

IMPORTANT I have also attached to this Release and Waiver the following required documents:

1. A STANDARD BANK DIRECT DEPOSIT FORM GENERATED BY MY BANK AT THE BRANCH OR BY ME USING ONLINE BANKING for my bank account, OR, a copy of a VOID CHEQUE, that contains the same bank account information that I wrote in the spaces above.
2. Copies of the FRONT AND BACK of TWO (2) PIECES OF GOVERNMENT-ISSUED IDENTIFICATION to verify my personal identity, one of which must contain my photo, or such other identification or documentation required by KZA to verify my identity if I cannot provide two pieces of valid government-issued identification.
3. FOR KZA MEMBERS THAT ARE RESIDENTS OF THE UNITED STATES the banking information you provide to KZA must also include the appropriate International Wire Instructions which includes the IBAN/SWIFT CODE AND THE CURRENCY REQUIRED FOR DEPOSIT (US \$ at the exchange rate on the day of payment, or Canadian \$).

