

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

PLEASE READ THIS DOCUMENT. IT IMPACTS YOUR LEGAL RIGHTS.

This agreement applies to the use and registration of the restrictive covenant created for use in the community of Lake Bonavista in the City of Calgary (the “**Restrictive Covenant**”) provided to me by Lisa MacCuish and Karen Robinson and other volunteers (collectively, the “**Committee**”) and drafted by Carbert Waite LLP (“**CW**”).

I understand that the Committee has developed and provided the Restrictive Covenant for my convenience and the convenience of other community members who choose to register the Restrictive Covenant and the resulting caveat (the “**Caveat**”) against their homes.

I acknowledge that using the Restrictive Covenant is at my sole risk.

In consideration of the Committee providing me with the Restrictive Covenant to register against my property, I agree to the following terms and conditions:

1 DISCLAIMER

1.1 I acknowledge and agree that:

- 1.1.1 the Committee and CW only provided me with general information on Restrictive Covenants and how a Restrictive Covenant can be registered. Neither the Committee nor CW have been, or are, retained by me to provide me with independent legal advice specific to my situation or representation related to the Restrictive Covenant.
- 1.1.2 the law is constantly evolving. Efforts may be made by other residents in my neighbourhood, the City of Calgary or the Province of Alberta to limit the effect of or discharge the Restrictive Covenant.
- 1.1.3 defending the Restrictive Covenant may mean incurring significant legal costs. Neither the Committee nor CW is obligated to defend the Restrictive Covenant or pay for the defence of the Restrictive Covenant.
- 1.1.4 neither the Committee nor CW shall be responsible for any loss or damage that I may sustain because of registration of the Restrictive Covenant and the Caveat against my lands.
- 1.1.5 neither the Committee nor CW shall be responsible for any loss or damage incurred by me should the Restrictive Covenant be found by a court of competent jurisdiction to be unenforceable or otherwise be ordered to be discharged.

2 ASSUMPTION OF RISKS

- 2.1 I acknowledge that I have read the Restrictive Covenant, and I am aware of the risks and obligations arising from it, including but not limited to the possibility that:
 - 2.1.1 should I violate the restrictive covenant, enforcement proceedings may be taken against me;

2.1.2 a court may deem the Restrictive Covenant unenforceable or order it to be discharged.

2.2 I am aware that any of these risks mentioned above may result in damages, financial or otherwise, or that I may have to incur legal expenses, including if I defend an application brought against me concerning a violation of the Restrictive Covenant, or if I wish to take legal action to defend the Restrictive Covenant. I assume full responsibility, on behalf of myself and all of my heirs and successors, for these risks that I am exposing myself to. I accept full responsibility for any such risk that may result in my registration of the Restrictive Covenant and the Caveat against my lands.

3 RELEASE AND WAIVER

3.1 In consideration for my use and registration of the Restrictive Covenant, I agree:

3.1.1 to waive any and all claims that I have now, or may have in the future, against the Committee or CW arising out of my use and registration of the Restrictive Covenant, and

3.1.2 to hold harmless and indemnify the Committee and CW from any and all liability for any claims, demands, actions, or costs arising in any manner whatsoever from my use and registration of the Restrictive Covenant, even if such liability may have been caused by the negligence of the Committee or CW.

4 GENERAL

4.1 I HAVE BEEN ADVISED TO SEEK MY OWN INDEPENDENT LEGAL ADVICE CONCERNING BOTH THE RESTRICTIVE COVENANT AND THIS WAIVER, AND I AGREE THAT I HAVE HAD THE OPPORTUNITY TO DO SO.

4.2 I UNDERSTAND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN, INCLUDING THE RIGHT TO SUE THE COMMITTEE AND CW IN RESPECT OF ANY CAUSE OF ACTION RELATED TO THE RESTRICTIVE COVENANT.

4.3 This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

4.4 I have carefully reviewed and understand the above provisions and agree to be bound by them.

SIGNED THIS _____ day of _____, 2024, at Calgary, Alberta.

«Registered_Owner»

Signature

Signature of Witness

«Registered_Owner»

Signature

Signature of Witness