

**Waiver, Release and Indemnity**

WHEREAS:

- a) Certain residents of the Corporation of the Municipality of Temagami (the “Corporation” are not accessible by Fire Department vehicles; and ,
- b) The Corporation has created a Fire Pump Subsidy Program to provide a four hundred dollar (\$400.00) subsidy to such residents to be used towards the purchase of an eligible fire pump (“Pump”), described in the attached Schedule “A”, for the purpose of self-protection.

THE PARTIES HERETO AGREE AS FOLLOWS:

IN CONSIDERATION of the sum of four hundred dollars (\$400.00), the receipt and sufficiency of which are acknowledged, I, the undersigned, release and forever discharge The Corporation of the Municipality of Temagami, its Mayor, Councillors, employees and agents (collectively the “Municipality”) from all claims, demands, damages, actions or causes of action arising or to arise by reason of the use of the Pump, and from all claims or demands whatever in law or in equity which I, my heirs, legal representatives or assigns can, shall or may have against the Municipality by reason of the use of the Pump. I hereby waive and covenant not to sue the Municipality for any such claims.

I further agree that if, despite this waiver and release, I or anyone on my behalf, makes a claim against the Municipality, I will indemnify, save, and hold harmless the Municipality from any loss, liability, damage or cost it may incur as the result of such claim.

IN WITNESS WHEREOF I have set my hand and seal this      day of                      , 2021.  
SIGNED, SEALED AND DELIVERED:

\_\_\_\_\_  
WITNESS