

WAIVER AND INDEMNITY FOR TIMBER PERMIT

I _____, for myself and my heirs, personal representatives, estate, insurers and assigns, HEREBY AGREE AS FOLLOWS:

BACKGROUND

- A. I am the CP-Holder for LOT _____ PLAN _____ (the "Lands") within the Tzeachten Reserve.
- B. On DATE _____, I requested a Timber Permit for the purpose of clearing the land for a residential development.
- C. The Tzeachten Lands Department requested an Environmental Assessment of the property.
- D. The assessment was completed by an independent professional and sent to be reviewed by Aboriginal Affairs Canada and Environment Canada, neither of which supplied any comments.

WAIVER

I, _____, for myself and my heirs, personal representatives, estate, insurers and assigns, HEREBY:

Agree to hold harmless, indemnify and reimburse the Tzeachten First Nation from and for any sums, costs, or expenses (including legal fees and disbursements) incurred by Tzeachten First Nation or paid by them to any person in connection with any loss, damage, howsoever occurring, whether by negligence or otherwise claims, demands, lawsuits, expenses and any other liability of any kind, sustained by us or others in connection with cutting, clearing and related activities under Timber Permit No. _____. This means that I will reimburse Tzeachten First Nation if anyone makes a claim against Tzeachten based in relation to the timber cutting, clearing or related activities.

I confirm that I have had the opportunity to seek independent legal advice to understand this waiver and indemnity.

Name of Member

Date

Witness Signature

Date

Name of Witness