

## **Acknowledgement of Trustee, Release and Indemnity Agreement**

### **BETWEEN:**

**Whitefish Lake First Nation #459** (the "First Nation")

-and-

\_\_\_\_\_ (the "Trustee")

### **WHEREAS:**

A. The First Nation has decided to provide a one-time PCD payments to its members relating to the Treaty 8 Annuities Claim settlement ("**PCD Payment**").

B. Some of the Members entitled to receive the PCD payment are minors.

C. The Trustee is a legal guardian of a minor member, \_\_\_\_\_ (the "**Minor**"), and has agreed to act as the trustee for that Minor regarding the Minor's PCD Payment.

**IN CONSIDERATION** of the payment of the Minor's PCD Payment of \$18,000 to the Trustee, the Parties agree as follows:

1. "**First Nation**" in this Agreement shall be interpreted to include the First Nation, its Chief, its Councillors, officers, employees, administrators, agents, and representatives.

2. The Trustee declares that he or she: is the legal guardian of the Minor; accepts the position and obligations of a trustee for the Minor in relation to that Minor's Support Payment; and acknowledges that this arrangement is a legal and binding trust relationship for the benefit of the Minor.

3. The Trustee has truthfully completed the following attached document and this document forms part of this Agreement:

a. "Form 1" - Guardian's Acknowledgement of Responsibility, *Minors' Property Act*

4. The Trustee understands that the First Nation is relying on the accuracy and truthfulness of the information declared by the Trustee in "Form 1."

5. The Trustee agrees to comply with the laws in effect in relation to acting as a trustee, including but not limited to the *Trustee Act* of Alberta, *Minors' Property Act*, and the *Criminal Code* of Canada, at all times that he or she holds the Minor's Support Payment.

6. The Trustee agrees that he or she is solely responsible for understanding his or her legal duties and obligations for acting as the Minor's trustee. The Trustee agrees that any information, documents, or materials provided by the First Nation, whether verbal or written and including statements contained in "Form 1" is not legal advice. The Trustee is responsible for getting independent legal advice as needed for the Trustee's understanding and fulfillment of his or her legal duties and obligations.

7. The Trustee agrees to not commence any legal action or make any demands or claims against the First Nation whatsoever in relation to the payment of the Minor's PCD Payment to the Trustee.
8. The Trustee agrees to defend and fully indemnify the First Nation for all liabilities, demands, damages, costs, including the cost of legal services on a solicitor-client basis, and expenses of any kind whatsoever that arise in relation to the payment of the Minor's PCD Payment to the Trustee and/or for the Trustee's use, management, administration or distribution of the Minor's PCD Payment.
9. The Trustee further agrees to defend and fully indemnify the First Nation for all liabilities, demands, damages, costs, including the cost of legal services on a solicitor-client basis, and expenses of any kind whatsoever should the Minor or a legal representative for the Minor bring any legal action, successful or not, in relation to the payment of the Minor's PCD Payment to the Trustee/or for the Trustee's use, management, administration or distribution of the Minor's PCD Payment.
10. Each party has read and understood this Agreement and the attached Form 1.
11. This Agreement may be executed in counterpart and may be signed by facsimile or other electronic means.
12. This Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta. The parties agree that any dispute must be submitted to the courts of Alberta.
13. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, trustees and assigns.

IN WITNESS WHEREOF the parties have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Per:

\_\_\_\_\_  
Witness name:

\_\_\_\_\_  
**WHITEFISH LAKE FIRST NATION #459**

Name and Title:

\_\_\_\_\_  
Witness name:

\_\_\_\_\_  
**Trustee**

## Form 1

### Guardian's Acknowledgement of Responsibility

(Minors' Property Act - section 8)

**1. This acknowledgment of responsibility is given by:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**2. This acknowledgment of responsibility relates to the following minor:**

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**3. Relation to minor (check or mark that applies)**

☐ The minor's mother

☐ Appointed Guardian by court order document

☐ The minor's father

☐ Appointed Guardian by deed or will of the minor's parent who is now deceased

**I represent and acknowledge the following:**

4. I have the power and responsibility to make day-to-day decisions affecting the Minor.

5. I request that the Whitefish Lake First Nation #459 deliver to me, to hold as trustee for the Minor, the entire amount of the Minor's PCD Payment of \$18,000.

6. When the minor reaches the age of 18 years, I will account to the minor and transfer the balance of the money or property remaining at that time to the minor.

7. I must use the PCD Payment only for the Minor's benefit in accordance with all applicable laws, including but not limited to the *Trustee Act* of Alberta and the *Minors' Property Act* of Alberta as those laws may be replaced or amended from time to time.

8. I will have the power to apply trust property for maintenance and/or advancement of the Minor.

9. I cannot borrow or take a benefit from the money or other property.

10. I must keep adequate records of my administration of the money or other property.

11. I must keep the money or other property separate from any other money or property.

12. I assume full responsibility for the management of the money on behalf of the Minor, including all responsibilities binding on me as a trustee. I will exercise all the powers and authorities of a trustee in accordance with my legal obligations without personal benefit or expectation of payment and in the best interests of the minor.

13. The trust relationship described in this acknowledgment is permanent and cannot be revoked by me.

**BY SIGNING THIS ACKNOWLEDGMENT I AGREE TO ACCEPT AND COMPLY WITH THE  
LEGAL OBLIGATIONS THAT ARE STRICTLY ENFORCED BY COURTS OF LAW.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF WITNESS**

Name:

\_\_\_\_\_  
**SIGNATURE OF GUARDIAN**