

**AGREEMENT AND RELEASE**

**Date:** \_\_\_\_\_

**Name / Releasor:** \_\_\_\_\_ (also defined as the “Releasor”)

**Date of Birth:** \_\_\_\_\_

**Treaty Number:** \_\_\_\_\_

**Second Identification Number and Description:** \_\_\_\_\_

**I, named and identified above, hereby agree to the following:**

1. That I have received a copy of the Muscowpetung Flood Claim Settlement documents dated for reference on August 22, 2012, I have had opportunities to ask any questions I may have at Information Meetings held during the Ratification process; and I understand the Flood Claim has been settled and ratified by band members on October 19<sup>th</sup>, 2012, ratifying by overwhelming majority.
2. That I understand Muscowpetung Saulteaux First Nation is facilitating an early partial payment of my Per Capita Distribution as contemplated in the Trust Agreement. For facilitating this early payment, I assign \$800.00 from any future per capita payment to our Trustee and/or Muscowpetung Saulteaux First Nation (expected to be received when the Flood Claim settlement funds are paid to our Trustee); and authorize and irrevocably direct our Trustee and Muscowpetung Saulteaux First Nation to use these funds to repay Peace Hills Trust for interim financing to facilitate this early distribution.
3. That in consideration of the payment of Eight Hundred (\$800.00) Dollars, the sufficiency of which is hereby acknowledged, I do hereby release, acquit and forever discharge Muscowpetung Saulteaux First Nation, Her Majesty the Queen in Right of Canada and The Government of Saskatchewan, their employees, servants, agents, successors and assigns and each of them (the “Releasee”) of and from any and all actions, causes of actions, claims, demands, damages, interest, costs, expenses and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which the Releasor had or claims as past damages arising from the structure at the outlet of Echo Lake in the Qu’Appelle Valley, that was constructed by Canada in the early 1940’s to control water levels and specifically the subject matter of Section 6 the Muscowpetung Saulteaux Flooding Claim Settlement Agreement, ratified on October 19<sup>th</sup>, 2012.
4. That this Agreement and Release binds my estate, heir and successors.

IN WITNESS WHEREOF the Releasor has hereunto set their hand to this Agreement and **RELEASE** on the date noted above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**RELEASOR**