

DUKE BIA LIABILITY RELEASE

TERMS AND CONDITIONS

DISCLAIMER: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL CLAIMS. IN ORDER TO RECEIVE SERVICES FROM DUKE HEIGHTS BIA, YOU MUST REVIEW AND AGREE TO THE TERMS BELOW.

1. DEFINITIONS I understand and agree to the following:

1.1. DUKE HEIGHTS BIA: Acronym for Dufferin and Keele Business Improvement Area.

1.2. Claims: For the purposes of this contract, claims includes but are not limited to all legal actions, claims, demands, losses, costs, expenses and damages. This includes any potential legal fees and related expenses.

1.3. Business Enterprise: For the purposes of this contract this refers to all kinds of businesses including a corporation, partnership, limited liability partnership, or sole proprietorship for which is owned and/or managed, in whole or in part, by the person or party agreeing to this release

2. RELEASED AND RELEASING PARTIES: I understand and agree to the following:

2.1. The person or party giving the release includes without limitation:

2.1.1. My business enterprise, Me, my employees, my independent contractors, my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, or anyone else who might claim or sue on my behalf or on behalf of my business enterprise.

2.2. Released Parties: Includes without limitation:

2.2.1. All DUKE BIA employees, agents, officers and representatives.

3. NATURE OF INFORMATION PROVIDED: I understand and agree to the following:

3.1. The only people who can give me legal advice are people who are licensed by the Law Society of Ontario to do so.

3.2. I understand that Law students, working under supervision by licensed lawyers, may provide legal information, and that Law students may or may not have any previous legal experience.

3.2.2. The lawyers participating in this initiative do so on a voluntary basis and as this service is free of charge..

3.2.3. Should I desire more focused and/or comprehensive legal information or assistance, I will need to retain a private legal service provider.

3.3. I understand that I am free to reject any legal assistance provided to me and seek to retain a private legal service provider at any time.

4. NATURE OF RELATIONSHIP: I understand and agree to the following:

4.1. I understand and acknowledge that I am not forming any ongoing lawyer-client relationship when receiving any services from DUKE BIA or any affiliates.

4.2. I understand that DUKE BIA and its affiliates are not under retainer and are under no obligation to provide ongoing legal information and may discontinue the provision of legal information at their sole discretion at any time.

5. RESPONSIBILITY OF SERVICE USER: I understand and agree to the following:

5.1. I will provide DUKE BIA with all relevant information to the legal issue in question, accurately and honestly to the best of my knowledge and belief.

5.2. I understand I may need to clarify or expand on any of the information provided as required in order to receive legal information from DUKE BIA.

5.3. I understand there are certain time restrictions that must be met when commencing and pursuing legal proceedings. Therefore, if I intend to pursue legal proceedings, I understand that it is essential that I not delay in moving the case forward with any legal steps I may need to take, and that complying with these time guidelines remains the sole responsibility of the business enterprise, rather than the DUKE BIA. I accept that I maintain full responsibility for the timing of advancing legal proceedings unless and until I retain someone who agrees to take that responsibility.

5.4. I understand that any disbursements (expenses) arising from advancing any legal proceedings on behalf of the business enterprise are solely the responsibility of the business enterprise, rather than the DUKE BIA, and that any delay in paying these disbursements may jeopardize the legal proceeding, including the dismissal of the legal proceeding.

6. CONFIDENTIALITY: I understand and agree to the following:

6.1. DUKE BIA will not intentionally disclose any of my confidential information without my authorization. My expectation of confidentiality respecting any information I provide DUKE BIA cannot be as high as it would be if I retained a single legal service provider to assist me and that if I wish to enjoy a greater expectation of confidentiality I should retain a lawyer privately.

6.2. Any information that I provide DUKE Heights BIA or that is prepared in connection with the services I receive, can be, but is not limited to:

- Stored at DUKE Heights BIA and/or at any other location determined appropriate by DUKE BIA;
- Typed, scanned, transcribed, photocopied and/or stored electronically;
- Stored on a third party's computer, hard drive, USB storage, email and cloud services;
- Kept in any manner and reviewed by anyone at DUKE Heights BIA for any reason.

8. WAIVER OF LIABILITY: In consideration of being provided legal assistance of any kind free of charge, I and any other person or party providing a release will waive, release, and agree not to sue, and discharge DUKE Heights BIA from any and all claims resulting from the use of DUKE Heights BIA property or premises, and any services provided by the DUKE Heights BIA..

9. INDEMNIFICATION: In consideration of being provided legal assistance of any kind free of charge , I and the Releasing Parties shall hereby hold harmless and indemnify the Released Parties from any and all claims that may arise from any services provided by the Released Parties.

10. SEVERABILITY: I understand and affirm that this contract is intended to be as broad and inclusive as permitted by the law of Canada and that if any provision is found unlawful, void, or for any reason unenforceable, by the appropriate jurisdiction, then only that provision shall be severed from this Contract. The severance of any provision or provisions does not affect the validity and enforceability of any remaining provisions.

11. SURVIVABILITY: I acknowledge and affirm that this liability release and indemnity agreement shall survive the lifetime of the service user and an additional fifty years thereafter.

12. MEDIATION AND ARBITRATION: I hereby acknowledge and affirm that if any legal issue should arise, then we shall engage first in mediation with good faith to resolve any dispute(s). Any agreement reached will be formalized by a written contractual agreement at that time. If the dispute(s) not be resolved in mediation, then we shall engage in binding arbitration in good faith. Further, I shall pay the full cost of any mediation and arbitration that may occur.

I further acknowledge that all mediation, arbitration or legal action must be brought by the service user, rather than on behalf of other persons associated with the business enterprise. I waive the right to bring any class action claims or to join any class action claims brought forth against the Released Parties, by any other parties.