

TO: The Corporation of the Town of Collingwood (the "**Releasee**")

RELEASE

The undersigned, in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Releasee to the undersigned, and for other good and valuable consideration (the receipt and sufficiency whereof are hereby irrevocably acknowledged) does hereby remise, release and forever discharge the Releasee of and from all manner of actions, causes of action, deeds, suits, proceedings, debts, dues, duties, accounts, bonds, covenants, contracts, claims, demands, damages (known or unknown), sums of money, and liabilities whatsoever both in law and in equity which against the Releasee the undersigned ever had or now has for or by reason of or in respect of any cause, act, matter or thing whatsoever existing up to and including the date hereof in connection with the undersigned's encroachment onto property owned by the Releasee which is subject to Encroachment Permit No. _____ (the "**Encroachment**").

The undersigned agrees and covenants to the Releasee that it has legitimate title and ownership and is the rightful owner of the property on which the Encroachment is situated.

The undersigned further covenants and agrees not to join, assist and/or act in concert in any manner whatsoever with any other person, firm, corporation or other entity in the making of any claim or demand or in the bringing of any proceeding or action in any manner whatsoever against the Releasee arising out of or in relation to the matters hereinbefore remised, released and/or discharged.

The undersigned further covenants and agrees not make any claim or demand or commence any proceedings against any third party who might claim contribution, indemnity or other relief against the Releasee in relation to matters hereinbefore remised, released and/or discharged.

The undersigned shall indemnify and save harmless the Releasee from any losses suffered or amounts incurred as a result of any action, claim, demand or proceeding commenced in contravention of this Release. Without limiting the generality of the foregoing, the undersigned agrees to indemnify the Releasee for the full amount of any legal costs incurred by the Releasee as a result of any action, claim or proceeding commenced in contravention of this Release.

The provisions hereof shall enure to the benefit of the Releasee and its heirs, executors, administrators, successors, assigns and legal representatives.

The undersigned hereby agrees that the execution and delivery of a facsimile copy or electronic delivery of this Release shall constitute delivery of an executed original and shall be binding upon the undersigned whose signature appears on the transmitted copy as if it were an original handwritten signature.

IN WITNESS WHEREOF the undersigned has duly executed this Release as of this ____ day of _____, 2021.

Per:

Name:

Title:

I have authority to bind the Corporation.