

RELEASE

THIS RELEASE (the “**Release**”) is executed by Erin Booth (the “**Releasor**”) in favour of Habitat For Humanity Victoria (“**HFHV**”).

WITNESS THAT in consideration of the payment of twenty-five thousand dollars (\$25,000.00), less any deductions for costs incurred by HFHV to return the home to good and proper condition (with receipts provided to the Releasor), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasor, on their own behalf and on behalf of their successors, heirs, executors, administrators, and assigns, agrees to release HFHV as follows:

- 1. Release.** The Releasor does hereby release, remise, and forever discharge HFHV of and from all actions, causes of action, suits, debts, claims, liabilities, damages, claims, complaints, cross claims and demands whatsoever, (including all legal fees, damage, loss and injury not now known or anticipated but which may arise in the future and all effects and consequences thereof), however and wherever related to or arising from the participation of the Releasor in the HFHV homeowner program, withdrawal from such homeowner program, the early occupancy agreement, as amended, between the parties, any claim against HFHV related to any contract between the Releasor and HFHV, and any future benefit of any type for which the Releasor may have been or become entitled because of their participation in the homeowner program, which the Releasor had, or which the Releasor can, shall or may have.
- 2. No Assignment of Claims.** The Releasor represents and warrants that they have not assigned to any person or corporation any of the claims described in the above paragraphs.
- 3. No Admission.** It is understood and agreed that both this Release and any consideration transferred hereunder is a compromise of a potential claim or claims between the parties and that this Release shall not be construed as an admission whatsoever of any liability on the part of HFHV.
- 4. Complete Defence.** This Release and its terms may be pleaded or relied upon by HFHV as a full and complete defence to any claim or proceeding by the Releasor asserting any of the potential claim or claims relating to the subject matter of the Release, and the Release may be disclosed as the basis for an injunction against any claim or proceeding or other act or omission that is made, commenced or continued by the Releasor in breach of the terms of this Release.
- 5. References to HFHV.** Any reference to HFHV in this release includes its present, former, and future directors, officers, members, employees, servants, agents, successors, heirs, executors, administrators, and assigns, and any related or associated corporations or entities of HFHV.
- 6. Entire Agreement.** This Release contains the entire agreement between the Releasor and HFHV relating to the terms of the settlement of the said potential claim or claims and the terms of the Release are contractual and not a recital.
- 7. Tax.** The Releasor undertakes and agrees to pay to the Receiver General any tax, charges, payments, remittances, or penalties of any kind that are or may be subsequently levied against the Releasor or HFHV in respect of the consideration paid to the Releasor under this Release.

8. **No Further Claims & Indemnification.** The Releasor agrees that for the consideration expressed herein, they shall not commence, take, or continue any claim or proceedings against any person relating to the subject matter of this Release who might seek contribution or indemnity from HFHV as a result of such claim or proceedings, and the Releasor shall indemnify and save harmless HFHV from any liability, damages and costs, including legal fees, suffered with respect to or which arise from (a) any claim for contribution or indemnity brought against HFHV by a third party in connection with any proceeding or action commenced against such third party by the Releasor relating to the subject matter of the Release; or (b) breach of this Release by the Releasor. In the event the Releasor commences such a claim or proceeding, HFHV shall be entitled to raise this provision of this Release as a bar against the continuation by the Releasor of such claim or proceeding.
9. **Confidentiality & Non-Disclosure.** The Releasor agrees that the consideration being paid to them hereunder is conditional on the Releasor keeping information about participation of the Releasor in the HFHV homeowner program, withdrawal from such homeowner program, the early occupancy agreement, as amended, between the parties, any contract between the Releasor and HFHV, and any future benefit of any type for which the Releasor may have been or become entitled because of their participation in the homeowner program, strictly confidential, and that such information shall not be disclosed to any person, unless as required by law or with the express written permission of HFHV. The Releasor may, without breaching these terms of confidentiality, disclose the details of this Release and their agreement with HFHV to their professional legal and financial advisors, subject to their advisor(s) first agreeing to treat the said terms as confidential and not disclose them to any third party.
10. **Remedies.** A breach of this Release by the Releasor with respect to confidentiality and non-disclosure may be deemed to cause the HFHV irreparable harm for which ordinary damages may not be an adequate remedy and the Releasor may, in the discretion of a court of competent jurisdiction, be entitled to seek specific performance or injunctive relief for such breach, including repayment of consideration with interest, and such remedies shall be in addition to all other remedies that HFHV may be entitled to at law or in equity.
11. **Independent Legal Advice.** The Releasor has consulted with and been advised by their legal advisor before agreeing to the terms of the settlement set out in this Release, or has had appropriate opportunity to seek such advice, but has elected not to do so, and in either case has read this Release and understands and accepts its terms.
12. **No Undue Influence.** The Releasor has read and fully understands this Release and is executing the Release as their own free act and has not been influenced to any extent whatsoever in entering into this Release by any representations or statements made by or on behalf of HFHV or by any person or persons representing HFHV.
13. **Severability.** If any section of this Release, or any part of a section, is found to be illegal or unenforceable, then that part or section shall be considered separate and severable, and the remaining parts or sections of this Release shall not be affected and shall remain enforceable to the fullest extent permitted by law.

14. Governing Law. This Release shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.

SIGNED by the Releasor on this ___ day of _____, 2024.

SIGNED in the presence of:)

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_____)

Witness Signature)

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Witness Name: _____)

_____ ERIN BOOTH

)

Address: _____)

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Phone: _____)