

1. Releases

14.1 In consideration of and on completion of the parties' mutual obligations in this Agreement, and except as otherwise provided in this Agreement, Party 1 and Party 2:

- a) release each other from all claims either may have against the other now or in the future under the terms of any statute, in equity or the common law, including all claims under the *Divorce Act*, the *Family Law Act*, and the *Succession Law Reform Act*, for:
 - i. possession of property;
 - ii. ownership of property;
 - iii. division of property;
 - iv. compensation for contributions to property;
 - v. monetary or proprietary remedies for unjust enrichment including claims where there is a joint family venture;
 - vi. claims in trust, including any claims to a constructive or resulting trust; and
 - vii. an equalization payment.
- b) will be entitled to retain their respective property free from any claim by the other party, and will be free to deal with or dispose of their respective property as they deem fit;
- c) will not claim any share or interest in the other party's property;
- d) in the case of RRSPs, RRIFs, registered or unregistered private or employment pensions, life insurance and any such similar property, disclaim any and all rights arising from and benefits payable to them from the other party's plans, including any survivor benefits and other rights or benefits which may arise on the death of the other, or any designations to the contrary that predate this Agreement.

14.2 Except as otherwise provided in this Agreement, Party 2 and Party 1 each renounce any entitlement either may have in the other's will made before the date of this Agreement or to share in the estate of the other upon the other dying intestate.

14.3 Except as otherwise provided in this Agreement, Party 2 and Party 1 release each other from all claims either may have against the other now or in the future under the terms of any statute or the common law, including claims for:

- a) a share in the other's estate;

- b) a payment as a dependant from the other's estate under the *Succession Law Reform Act*;
- c) any entitlement under the *Family Law Act*;
- d) an appointment as an attorney or guardian of the other's personal care or property under the *Substitute Decisions Act*; and
- e) participation in decisions about the other's medical care or treatment under the *Health Care Consent Act*.

14.4 Except as otherwise provided in this Agreement, on the death of either party:

- a) the surviving party will not share in any testate or intestate benefit from the estate;
- b) the surviving party will not act as personal representative of the deceased; and
- c) the estate of the deceased party will be distributed as if the surviving party had died first.

14.5 Party 2 and Party 1 acknowledge that this Agreement is in full and final satisfaction of all claims made by either of them in Court File No. XXX in the Superior Court of Justice, Family Court at Ottawa, Ontario.

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