**FINAL ACKNOWLEDGMENT, WAIVER, RELEASE,**

**DISCHARGE AND INDEMNITY TO ESTATE TRUSTEE**

TO: [Name of Estate Trustee] (the “Estate Trustee”)

FROM: [Name of Charity]

RE: The Estate of [Name of Deceased]

THIS INSTRUMENT is effective as of the date signed below.

WHEREAS I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title) of [Name of Charity] hereby acknowledge:

1. [Name of Deceased] died on or about [Date of death] leaving a Will dated [Date of Will] (the “Will”).
2. A Certificate of Appointment of Estate Trustee with a Will was issued to the Estate Trustee.
3. Pursuant to the provisions of the Will, the residue of the Estate is to be distributed as follows:
4. Attached hereto is the Ledger/Proposed Distribution for the Final Distribution.
5. As set out in the attached Ledger/Proposed Distribution, [Name of Charity] will receive the sum of $[Amount] (its “Share”) from the Estate Trustee.
6. [Name of Charity] hereby waives any right that it may have to an audit of the Estate Trustee’s accounts for the period from [Date of Interim Ledger] to the date hereof. [Name of Charity] approves the amount claimed by the Estate Trustee, if any, for compensation and for out-of-pocket expenses.
7. Upon receipt of [Name of Charity]’s Share, which it acknowledges, [Name of Charity] will provide the Estate of [Name of Deceased] a donation receipt for income tax purposes.
8. [Name of Lawyer] advised to obtain independent legal advice with respect to this Final Acknowledgment, Waiver, Release, Discharge and Indemnity to Estate Trustee and:

***(Select one of the following)***

( ) [Name of Charity] has chosen not to obtain such advice and a Waiver Regarding Independent Legal Advice is attached hereto.

***OR***

( ) [Name of Charity] has chosen to obtain such advice and the Certificate of Independent Legal Advice is attached hereto.

1. [Name of Charity] understands its rights and obligations and the nature and consequences of this Final Acknowledgment, Waiver, Release, Discharge and Indemnity to Estate Trustee and this document is being signed voluntarily without undue influence or coercion by any person whomsoever, or by fraud or misrepresentation.

NOW THEREFORE in consideration of the distribution of its Share to [Name of Charity], [Name of Charity] hereby acknowledges and agrees on its behalf and on behalf of its successors and assigns, that:

* 1. [Name of Charity] does hereby remise, release and forever discharge the Estate Trustee, in his/her capacity as Estate Trustee of the Estate and in his/her personal capacity, and his/her respective heirs, executors, administrators and assigns, of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever which against the Estate Trustee that [Name of Charity] now has, ever had or may have, or which its successors and assigns or any of them, hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever existing up to the present time.
  2. [Name of Charity] on its own behalf and on behalf of its successors and assigns, does hereby waive the passing of accounts of the Estate by a Judge in the Ontario Superior Court, or any other judicial body. Furthermore, on its own behalf and on behalf of its successors and assigns, [Name of Charity] does hereby approve the amounts claimed by the Estate Trustee, if any, for compensation and for out-of-pocket expenses.
  3. [Name of Charity] on its own behalf and on behalf of its successors and assigns, does hereby covenant and agree to indemnify, protect and save harmless the Estate Trustee and his/her respective heirs, executors, administrators and assigns, from and against any and all costs, losses, damages, expense, liabilities, claims, actions, proceedings and all legal and other costs of any action whatsoever, up to the total value of its Legacy, which the Estate Trustee, or his/her respective heirs, executors, administrators and assigns, may incur or sustain pursuant to or in connection with the administration of the Estate up to the present time, including by reason of the distribution of the assets of the Estate without first obtaining a Certificate of Clearance pursuant to the provisions of the *Income Tax Act*, R.S.C. 1985, C.1, as amended from time to time.

***(Select and complete one of the following)***

* + - 1. [Name of Charity] does hereby authorize and direct the Estate Trustee to forward it’s share by mail to the following address, which shall be [Name of Charity]’s sole and sufficient direction for so doing:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(Insert address above)***

***Or in the alternative***

* + - 1. [Name of Charity] hereby authorizes and directs the Estate Trustee todeposit its share of the Estate in the following account, which shall be [Name of Charity]’s sole and sufficient direction for so doing:

Name of Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location of Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_­­\_\_\_\_\_\_

Transit #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(Insert particulars above)***

***(Note: must be a financial institution with a physical location***

***in XXXX, Ontario)***

* 1. [Name of Charity] further covenants and agrees that the provisions of this Instrument shall be binding on its successors and assigns.
  2. This Instrument, to the extent signed and delivered by means of electronic transmission (including without limitation, facsimile and internet transmissions), shall be treated in all manner and respects as an original and should be considered to have the same binding legal effect as it if were the original signed version thereof delivered in person.

IN WITNESS WHEREOF I, have hereunto set my hand and seal in the presence of the witness

below, this day of , 20XX.

Witness Signature [Name of Charity]

Print Witness Name: Title:

Print Witness Address: I have the authority to bind the Corporation.

Print Witness Telephone No.:

**WAIVER REGARDING INDEPENDENT LEGAL ADVICE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title) of [Name of Charity] hereby DECLARE AS FOLLOWS:

1. [Name of Charity] has been advised by [Name of Lawyer], Barrister and Solicitor, who is acting on behalf of [Name of Estate Trustee], Estate Trustee of the Estate of [Name of Deceased], that [Name of Charity] should obtain independent legal advice in connection with the execution of a Final Acknowledgment, Waiver, Release, Discharge and Indemnity to Estate Trustee (the “Release”) with respect to its residual share.
2. I understand that [Name of Lawyer] cannot represent and advise [Name of Charity] on its rights pursuant to the Release, since it would place her in a position of conflict of interest.
3. [Name of Charity] is satisfied that it does not require independent legal advice.
4. I acknowledge that:
   1. [Name of Charity] has been advised to obtain independent legal advice with respect to the execution of the Release and [Name of Charity] has declined to do so.
   2. [Name of Charity] understands its rights and obligations and the nature and consequences of the Release.
   3. [Name of Charity] is signing the Release voluntarily without undue influence or coercion by any person whomsoever, including the Estate Trustee, or by fraud or misrepresentation; and
   4. [Name of Charity] has read the Release in its entirety and with full knowledge of the contents signs the document voluntarily.

DATED the day of , 20XX.

SIGNED, SEALED AND DELIVERED )

In the presence of )

) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Witness Signature

Print Witness Name:

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**IN THE MATTER OF THE ESTATE OF** [Name of Deceased]

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Barrister and Solicitor, certify that I was consulted by [Name of Charity], a residual beneficiary of the Estate of [Name of Deceased], in respect of the attached Final Acknowledgment, Waiver, Release, Discharge and Indemnity to Estate Trustee (the “Release”) in regard to its entitlement and obligations under the Release.

I acted only for [Name of Charity] and fully explained to such beneficiary the nature and effect of the Release. The said beneficiary acknowledged that it understood the nature and effect of the Release. The said beneficiary executed the Release in front of me and confirmed that the Release was being signed of its own volition without any fear, threats, compulsion or influence by [Name of Estate Trustee], the Estate Trustee of the Estate of [Name of Deceased] as appointed under a Certificate of Appointment of Estate Trustee with a Will or any other person.

Dated at , this day of , 20XX.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Solicitor:

Address:

*Affix Seal*