



# Guardian Settlement Agreement — Represented

CLAIM NUMBER	EMPLOYEE NAME	EMPLOYEE NUMBER	RELATED CLAIM NUMBER
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On behalf of \_\_\_\_\_, an infant  
 born on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (herein called the "Infant").

We (I) \_\_\_\_\_

being the legal guardians and/or parents of the Infant in consideration of the payment of the following amounts of money in the manner provided herein (the "Damages"):

General Damages: \$  
 Loss of Income: \$  
 Special Damages: \$

1. Do hereby release and forever discharge \_\_\_\_\_

\_\_\_\_\_ (herein called the "Releasee")  
 from all actions, causes of action, claims and demands which they or the Infant, respectively had, now have or may hereafter have for or by reason of any damage, loss or injury to the person of the Infant in consequence of a motor vehicle accident occurring at or near \_\_\_\_\_

on or about the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Occurrence").

2. Both for themselves and the Infant agree not to make or take proceedings against any other person who might claim contribution or indemnity under the provisions of any statute or otherwise.

3. It is agreed that the above payment shall not be deemed an admission of liability on the part of the Releasee.

4. This release is contingent upon:  
 a. Approval and consent by the Public Guardian and Trustee pursuant to Section 40 of the "Infants Act" evidenced by the Public Guardian and Trustee's signature and impression of the Public Guardian and Trustee's seal in the space provided below to the intent that this agreement and release shall, pursuant to the "Infants Act" be as good and effectual to all intents and purposes as if the Infant had been of full age and had himself entered in this agreement, and

b. The payment of the above Damages as follows: \$ \_\_\_\_\_ to the Public Guardian and Trustee of British Columbia to be held in trust for the Infant; payment of \$ \_\_\_\_\_ to their solicitor, \_\_\_\_\_, and payment of the remaining amount to the Infant or to his/her order.

5. Both for themselves and the Infant acknowledge that their solicitor has explained to them that, notwithstanding any fee agreement that they have made, it is still possible for them to have their solicitor's bill assessed by a Registrar of the Supreme Court, to see whether it is reasonable as against the Infant. However, they are satisfied that it is reasonable, they do not want it to be reviewed by the Registrar, and they ask the Public Guardian and Trustee to approve of the payment of the above-mentioned amounts to their solicitor without assessment.

In witness whereof we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the presence of

_____ )	_____
Name )	Guardian
_____ )	_____
Address )	Address
_____ )	_____
Occupation )	Guardian

The common seal of the Public Guardian and Trustee was hereunto affixed to signify his approval of this agreement under Section 40 of the Infants Act, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 (Seal)  
 Public Guardian and Trustee



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We (I) \_\_\_\_\_

being the legal guardians and/or parents of the Infant in consideration of the payment of the following amounts of money in the manner provided herein (the "Damages"):

General Damages: \$  
Loss of Income: \$  
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- Do hereby release and forever discharge \_\_\_\_\_ (herein called the "Releasee")  
from all actions, causes of action, claims and demands which they or the Infant, respectively had, now have or may hereafter have for or by reason of any damage, loss or injury to the person of the Infant in consequence of a motor vehicle accident occurring at or near \_\_\_\_\_  
on or about the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Occurrence").
- Both for themselves and the Infant agree not to make or take proceedings against any other person who might claim contribution or indemnity under the provisions of any statute or otherwise.
- It is agreed that the above payment shall not be deemed an admission of liability on the part of the Releasee.
- This release is contingent upon:
  - Approval and consent by the Public Guardian and Trustee pursuant to Section 40 of the "Infants Act" evidenced by the Public Guardian and Trustee's signature and impression of the Public Guardian and Trustee's seal in the space provided below to the intent that this agreement and release shall, pursuant to the "Infants Act" be as good and effectual to all intents and purposes as if the Infant had been of full age and had himself entered in this agreement, and
  - The payment of the above Damages as follows: \$ \_\_\_\_\_ to the Public Guardian and Trustee of British Columbia to be held in trust for the Infant; payment of \$ \_\_\_\_\_ to their solicitor, \_\_\_\_\_, and payment of the remaining amount to the Infant or to his/her order.
- Both for themselves and the Infant acknowledge that their solicitor has explained to them that, notwithstanding any fee agreement that they have made, it is still possible for them to have their solicitor's bill assessed by a Registrar of the Supreme Court, to see whether it is reasonable as against the Infant. However, they are satisfied that it is reasonable, they do not want it to be reviewed by the Registrar, and they ask the Public Guardian and Trustee to approve of the payment of the above-mentioned amounts to their solicitor without assessment.

In witness whereof we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the presence of

_____ )	_____ )
Name )	Guardian )
_____ )	_____ )
Address )	Address )
_____ )	_____ )
Occupation )	Guardian )

The common seal of the Public Guardian and Trustee was hereunto affixed to signify his approval of this agreement under Section 40 of the Infants Act, this \_\_\_\_\_ ) Address \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Public Guardian and Trustee (Seal)