



**Sipekne'katik Rights Fishery
Insurance Waiver Opt-out**

PLEASE READ CAREFULLY This document includes an assumption of risks, release of liability, waiver of claims, and indemnity. By signing this document, you will be giving up certain legal rights.

BACKGROUND:

- A. Sipekne'katik, under the authority of the Sipekne'katik Chief and Council, manage the Sipekne'katik Rights Fishery ("Livelihood Rights Fishery"), through the Livelihood Rights Implementation Management Plan (Rights Management Plan");
- B. The Rights Management Plan manages and regulates those Sipekne'katik members who wish to exercise their Aboriginal Right to fish for food, through the issuance of FSC Lobster Tags, where the exercise of the Aboriginal Right must be done in accordance with the Rights Management Plan;
- C. The exercise of the Aboriginal Right to fish for lobster under the Rights Management Plan is an activity that due to its very nature, has inherent risks and hazards that can place the member in high risk of harm, which can include personal injury, death or property damage to themselves or to others involved in the lobster fishery.
- D. Due to the high risk of harm associated with the Livelihood Rights fishery, Sipekne'katik members who exercise their Treaty Right to fish for livelihood under the Rights Management Plan, are required to have liability insurance for their fishing vessels, themselves and the occupants of such vessels, while they are fishing for food, social ceremonial purposes.

Sipekne'katik Member Name: _____

Sipekne'katik Band Number: _____

Livelihood Tags Issued: _____

Date Issued: _____

LFA Area Fishing: _____

Vessel Name and Number: _____

WAIVER OF INSURANCE REQUIREMENT

I, _____, understand that under the Sipekne'katik Rights Management Plan, I am required to have liability insurance for myself, my vessel(s) and those fishing on my vessel, when I am participating in the Sipekne'katik Livelihood Rights Fishery.

The importance of having liability insurance for myself and vessel, while participating in the Livelihood Rights Fishery, has been fully explained to me, and I am knowingly declining to obtain liability insurance for myself, my vessel and for those individuals fishing on my vessel.

I understand that because I am declining to obtain liability insurance, Sipekne'katik is allowing me to waive my insurance coverage requirement and allow me to participate in the Sipekne'katik Livelihood Rights Fishery without obtaining liability insurance, for myself, my vessel(s), or anyone fishing on my vessel, and to assume all liabilities associated with my livelihood rights fishery activities, including personal injury or death to myself and/or others.

I hereby wish to confirm that I will not be obtaining liability insurance coverage for myself, my vessel (s) and/or for anyone fishing on my vessel while I am fishing in the Livelihood Rights Fishery, and therefore waive my requirement to have liability insurance. In doing so, I assume all risk of personal injury, damage and/or death and those liability expenses that may arise as a result of my participation in the Livelihood Rights Fishery, without liability insurance.

In waiving my requirement to have liability insurance, I hereby voluntarily release, waive, discharge and promise not to sue or make any form of claim against Sipekne'katik for anything related to or in connection with my participation in the Sipekne'katik Livelihood Rights Fishery which may occur and which could have been addressed by liability insurance.

I understand that this waiver applies to all rights, claims, demands, causes of action, including negligence on the part of any person organizing or directly involved in the delivery of the Sipekne'katik Livelihood Rights Fishery. I understand and acknowledge that this waiver applies to any form of injury, death, property damage or other costs or injuries incurred by myself or another as a result of my participation in the Sipekne'katik Livelihood Rights Fishery.

Acknowledgment of Understanding:

I confirm that I understand the legal meaning of this document on my rights and that it will also be binding on my heirs or next of kin, executors, administrators and assigns. I acknowledge that I am signing the agreement freely and voluntarily and by signing this document I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I am making the decision to participate in the Livelihood Rights Fishery and to waive my requirement for insurance coverage solely of my own choice.

BY SIGNING THIS LEGAL DOCUMENT, YOU:

- **Indicate that you have understood the risks associated with the Sipekne'katik Livelihood Rights Fishery;**
- **Agree and understand that while participating in the Livelihood Rights Fishery, you have waived your requirement to obtain liability insurance.**
- **Agree and understand that Sipekne'katik assumes no legal or financial responsibility for any injury or damage resulting from your participation in the Sipekne'katik Livelihood Rights Fishery;**
- **Agree to assume financial and legal responsibility for any injury or damage resulting from your participation in the Sipekne'katik Livelihood Rights Fishery; and**
- **Indicate that you have understood and agree to all terms and conditions included in this form.**

Signed this ___ day of _____, 2022.

Signature of Harvester

Director/Manager Signature

Harvester Name (please print)

Director/Manager (Please Print)