

Acadia First Nation  
Food, Social and Ceremonial Harvest  
**ASSUMPTION OF RISK - RELEASE AND WAIVER OF LIABILITY**

Registrant's Full Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Registrant's Address: \_\_\_\_\_ Band Number \_\_\_\_\_

Acadia First Nation has approved a Food, Social and Ceremonial Fishing Plan ("FSC Plan") for 2021-2022. I confirm that I have read and understand it. If I have any questions, I will ask them before I go fishing.

I understand that the federal and provincial governments may have a different interpretation or understanding of Mi'kmaq FSC Rights, and that aspects of the implementation and operation of the FSC Rights have not been settled by court decision or agreement with the federal or provincial governments.

IN CONSIDERATION of Acadia First Nation authorizing me to fish under the FSC Plan, I WARRANT TO YOU THAT: (my initials show that I read, understood, and agree with the statement)

- \_\_\_\_\_ 1. Fishing is an inherently dangerous activity, with risks of loss, injury, illness, and death which any person who engages in fishing undertakes. Risks arising from engaging in FSC fishing may include:
- a. fishing vessel accidents, the risk of sinking, capsize, fire, equipment failure, and serious personal injury, death, loss, and damage;
  - b. risks related to exposure to the environment, which may include sun, wind, rain, cold, heat and water;
  - c. charges arising from provincial or federal authorities relating to the operation of a fishing vessel and equipment, environment, and the catching, holding, sale and use of fish, seafood, or sea products ("Catches"), including the risk of detention, arrest, loss or damage arising from the inspection, seizure, and confiscation of equipment, vessels, vehicles, and Catches;
  - d. theft, destruction, or damage to property, including intentional acts by third parties;
  - e. equipment failure;
  - f. risks of injuries, loss, and damage associated with offloading and transporting Catches;
  - g. litigation or legal fees arising from criminal, regulatory, or civil proceedings arising from participation in the FSC Fishery.
- \_\_\_\_\_ 2. I will follow the FSC Plan in the conduct of my FSC harvest;
- \_\_\_\_\_ 3. I understand and agree that the sole responsibility for my personal safety and well-being rests with me.
- \_\_\_\_\_ 4. I understand and agree that any legal charges or consequences that may come from fishing under the FSC Plan are my sole responsibility and that Acadia First Nation is not liable or responsible for my conduct or any resulting events or consequences. If I am charged with an offence or have assets seized by a federal or provincial authority, I understand that Acadia First Nation will assist me to the best of its ability but is not liable if I am convicted, or if assets seized from me are not able to be returned to me.

I HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT.

**I UNDERSTAND THAT THE ACADIA FIRST NATION IS RELYING UPON MY UNDERSTANDING OF, AND MY AGREEMENT WITH, EVERYTHING IN THIS DOCUMENT WHEN AUTHORIZING ME TO FISH UNDER THE FSC PLAN.**

WITNESS SIGNATURE:

PARTICIPANT SIGNATURE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Parent or guardian must sign if participant is under 18 years of age)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date