

and save him harmless from all claims, costs, expenses, damages, and actions which may arise in respect thereof.

- 3.04 Subject to this Agreement, Zack is solely responsible for the payment of any liabilities that he has incurred to the date of this Agreement and will indemnify Christie and save her harmless from all claims, costs, expenses, damages, and actions which may arise in respect thereof.
- 3.05 Except as otherwise provided in this Agreement, after the date of this Agreement, neither of Christie and Zack will pledge the credit of the other, contract in the name of the other, or in any way bind the other for any debts or obligations, and they will each be solely responsible for the payment of any debts and obligations they may respectively incur.
- 3.06 Except as otherwise provided in this Agreement, if after the date of this Agreement, either of Christie and Zack pledges the credit of the other, contracts in the name of the other, or in any way binds the other for any debts or obligations, she or he shall indemnify and save the other harmless from all claims, costs, expenses, damages, and actions in respect thereof.

#### **4.00 CHILD GUARDIANSHIP & SUPPORT**

- 4.01 Christie and Zack agree that the issues of guardianship and support for the Children shall be referred to Family Services of Castlegar in an attempt to mediate such issues.
- 4.02 Should a settlement of the issues of guardianship and support for the Children be resolved by mediation by Family Services of Castlegar, then such agreement shall be reduced to writing and filed with the Provincial Court of British Columbia.
- 4.03 Should mediation with Family Services of Castlegar not be successful, then either Christie or Zack may bring an application to either the Supreme Court of British Columbia, or the Provincial Court of British Columbia for a determination of such issues.
- 4.04 Pending settlement of the issue of guardianship, Christie and Zack agree to retain joint guardianship of the Children and agree that joint guardianship, for the purposes of this Agreement, shall be defined as follows:
  - a. they are to be the joint guardians of the estates of the Children;
  - b. in the event of the death of either of Christie or Zack, the other will be the sole guardian of the Children; ...

**8.00 RIGHTS UNDER THE *FAMILY LAW ACT* "the Act"**

- 8.01 Christie and Zack hereby acknowledge and agree that each of them has been fully informed of their respective rights, titles, and interests in, of, and to all family assets as defined in the Act as each of them acknowledges that this Agreement and the rights and obligations it grants to each of them is a complete and full settlement of all such rights, titles, and interests in, of, and to any and all property either or both of them may own or have in their possession.
- 8.02 In the event that Christie or Zack make or pursue any claim against the other, except as provided for in this Agreement, in respect of property, real or personal, communal or otherwise, whether at law or in equity, in any jurisdiction whatsoever, and without limiting the generality of the foregoing, it is agreed that this contract may be pleaded as full estoppel and defence to any such claim made by Christie or Zack upon the other.

**9.00 RELEASES**

- 9.01 This Agreement is a full and final settlement of all issues, except guardianship and child support between Christie and Zack and all rights and obligations arising out of their marriage.
- 9.02 Christie and Zack each hereby forever discharges and releases the other from all claims at law, in equity, or by statute, including, without restricting the generality of the foregoing, the Act, *Wills, Estates, and Succession Act* and amending Acts thereto, with respect to:
- a. spousal, but not child support;
  - b. property;
  - c. succession rights; and
  - d. any other matter arising from their common-law relationship.
- 9.03 Subject to the provisions of the Agreement, neither Christie nor Zack shall claim interim or permanent support from the other and further discharges or releases the other from all such claims.
- 9.04 In consideration of the mutual covenants set forth in this Agreement, Christie has remised, released, and forever discharged, and by these presents does for herself, her heirs, executors, and administrators, remise, release, and forever discharge Zack, his heirs, executors, and administrators of and from all manner of action and ...