# Appendix A: Generic Indemnification Agreement

Schedule “B”

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT made the dd day of month, 20YY,

BETWEEN

(herein called "the Owner")

OF THE FIRST PART

and

HER MAJESTY THE QUEEN, IN RIGHT OF ONTARIO

AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT AND CLIMATE CHANGE

(herein called the "Crown")

OF THE SECOND PART

WHEREAS legal name of site owner is the owner of certain lands (the “Lands”) known municipally as concession number, lot, and property identification number in the municipality (municipality), which is more particularly described in the survey attached as Schedule “A” to the accompanying section 46 Approval;

AND WHEREAS the Lands were used for the disposal of waste;

AND WHEREAS the Owner has applied to the Minister of the Environment and Climate Change for an approval under section 46 of the Environmental Protection Act R.S.O. 1990, c.E.19, as amended, (the “EPA”) to use the Lands as approved site use;

AND WHEREAS the Crown in approving the use of the Lands has relied on the information provided by the Owner;

AND WHEREAS the consent of the Minister of the Environment and Climate Change pursuant to Section 46 of the EPA shall be in consideration of entering into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Crown granting its consent pursuant to Section 46 of the EPA and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. In this Agreement, "Crown" includes the Minister of the Environment and Climate Change and any agents, officers or servants of the Ministry of the Environment and any public servants working in or for the Ministry of the Environment.
2. The Owner agrees that the Crown assumes no responsibility for:
3. the construction, operation and maintenance of anything on or near the Lands, and
4. the giving of approval pursuant to Section 46 of the EPA.
5. The Owner hereby releases and undertakes to indemnify and save harmless the Crown from any claims, by whomsoever made, including costs and whether for property damages, personal injury or death or otherwise, relating directly or indirectly to the approval, the Lands or the use of the Lands or any nearby area and whether arising heretofore or hereafter and whether brought by the Owner or some other person arising out of negligence or otherwise and undertakes not to make a PIBS: 5136e Last Revised September 1, 2010 Page 26 claim in connection therewith against anyone to the extent they might have a claim against the Crown.
6. The Owner will register a Certificate of Requirement on the title of the Lands, which gives notice of the section 46 approval.
7. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

Owner

per: name and title