

**- FULL AND FINAL RELEASE -
IN THE MATTER OF THE RECEIVERSHIP OF
NAUSS PLUMBING & HEATING INC.
RECREATIONAL VEHICLES OR OTHER EQUIPMENT RELEASED TO OWNER
FROM STORAGE AT 7 MILLICHAMP ST., MARKSTAY-WARREN, ONTARIO**

IN CONSIDERATION of the the agreement of MNP Ltd. in its capacity as the Receiver and Manager appointed over the assets and undertaking of Nauss Plumbing & Heating Inc. (“**Nauss**”) and not in its personal or corporate capacities, as well as its agents, employees, partners and other representatives, (the “**Receiver**” or the “**Releasee**”) to release the recreational vehicle(s) of the Releasor (as per below) and to perform or cause to be performed such actions as are required to facilitate such release to the Releasor(s), and in consideration of the additional payment, or the promise of payment, to or on behalf of the Releasor(s) or any of them, of the sum of One-Hundred Dollars plus applicable HST of Thirteen Dollars for a total of One-Hundred Thirteen Dollars of lawful money of Canada and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

(Please Print Legibly the Name(s) of the Recreational Vehicle Owner(s) or the party Responsible for Engaging NAUSS or the Receiver to Provide Services):

(hereinafter referred to as the “**Recreation Vehicle**”)

(hereinafter referred to as the “**Releasor(s)**”)

HEREBY FULLY RELEASE(s), ACQUIT(s), AND FOREVER DISCHARGE(s) THE RECEIVER, WITHOUT QUALIFICATION OR LIMITATION:

from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, complaints, obligations, claims and demands for damages, monies, losses, indemnity, costs, interest in loss, or injuries howsoever arising which hereto may have been or may hereafter be sustained by the Releasor(s), as a consequence of the following:

- a) the Receiver providing to the Releasor(s) services of any sort (the “**Services**”), including, without limitation, Recreational Vehicle transportation, and dryland release of Recreational Vehicle(s) secured on a trailer and any other preparatory work provided by the Receiver to the Releasors; and
- b) the Releasor(s) suffering any injuries of any nature whatsoever, whether physical or economic, while on Nauss’s premises at 7 Millichamp St., Markstay-Warren, Ontario (the “**Premises**”), or utilizing the facilities, of Nauss and/or, in the course of the Receiver providing the Services;

THE RELEASOR(S) FURTHER AGREE:

- a) that the Releasor(s) is aware of the risk presented by the COVID-19 virus generally;
- b) that the Releasor(s) is aware of the risk of contracting the COVID-19 virus while physically present at the Premises;
- c) that the Releasor(s) is aware of Ontario Government Emergency Orders including “Stay at Home” Orders (collectively the “**Orders**”);
- d) that the Releasor(s) may be in violation of the Orders by for attending at the Premises and moving their Recreational Vehicles and subject to fines or other charges;
- e) to assume any and all risk in respect of contracting COVID-19 during the course of attending at the Premises; and
- f) to waive any right to sue, bring legal proceedings against, or to pursue liability against the Receiver in respect of contracting COVID-19 as a direct, or likely, result of the provision of Services to the Releasor(s) by the Receiver and/or in the course of attending at the Premises; and
- g) in respect of any and all steps taken or omitted to be taken by the Releasees regarding the matters outlined above.

THE RELEASOR(S) FURTHER AGREE that the Releasor(s) is accepting delivery of the Recreational Vehicle(s) and/or Releasor(s) trailer on an “as is, where is” basis. The Receiver provides no representation, assurance, warranty or other undertaking implied or otherwise regarding:

- a) the mechanical fitness, quality or any other condition of the Recreational Vehicle(s) or the Releasor(s) trailer for use or any other purpose; and
- b) any Services that may have been provided to the Releasor(s) Recreational Vehicle(s) and/or trailer by Nauss prior to the date of the Receiver’s appointment.

THE RELEASOR(S) FURTHER AGREE that they will, at all times in which they are physically present on the Premises, or otherwise involved in any way in receiving the Services provided by the Receiver, or in any other interactions with the Receiver or involving the property owned by Nauss, **abide by and comply with all COVID-19-related requirements, including appropriate physical distancing and wearing of personal protective equipment,** directed by the Receiver and any requirements of any Orders currently in force, as issued by the Government of Ontario, or as issued by any other applicable governmental authority (collectively, the “**COVID-19 Requirements**”).

THE RELEASOR(S) FURTHER AGREE that they specifically release the Receiver from any and all damages, obligations, claims or liability of any nature whatsoever arising from the conduct of the Releasor(s) following the release of their Recreational Vehicle(s) and/or trailer to them, including, but not limited to, any failure of the Releasor(s) to abide by and comply with COVID-19 Requirements **after** obtaining possession of their recreational vehicle and/or trailer from the Receiver.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Releasor(s) declare that the intent of this Full and Final Release is to conclude all issues arising from the matters set forth above and it is understood and agreed that this Full and Final Release is intended to cover, and does cover, not only all known injuries, losses and damages, but also injuries, losses and damages not now known or

anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

AND THE RELEASOR(S) HEREBY CONFIRM that they have full authority and capacity to release their respective rights and interests as against the Releasee.

IT IS FURTHER AGREED AND UNDERSTOOD that the Releasee does not by the payment of the consideration set out herein admit any liability or obligation of any kind whatsoever to the Releasor(s).

THE RELEASOR(S) ACKNOWLEDGE that they have carefully read this Full and Final Release, understand all of the terms in this Full and Final Release, and have executed this Full and Final Release voluntarily and with knowledge of the consequences thereof.

THE RELEASOR(S) ACKNOWLEDGE that this Full and Final Release contains the entire agreement between the parties hereto, that the terms of this Full and Final Release are contractual, are not a mere recital and any breach of these terms may be enforced against the Releasor(s), or any of them, and may give rise to a damage claim against the Releasor, or any of them, enforceable by a further legal proceeding.

I/WE HEREBY AGREE that this Full and Final Release will be governed by the Laws of the Province of Ontario and that any dispute arising from this Full and Final Release will be adjudicated by the Ontario Superior Court of Justice, and the Releasor(s) hereby attorn to the exclusive jurisdiction of this Court for this purpose.

IN WITNESS WHEREOF the undersigned have executed this Full and Final Release by their hands and seals this _____ day of May, 2021.

MNP Ltd., solely in its capacity as the Receiver appointed over the assets of Nauss Plumbing & Heating Inc.

Name:

Signature:

If required, Name of Additional Owner:

Signature:

