



Guardian Settlement Agreement – Represented

CLAIM NUMBER	RESOURCE NUMBER	LOC. CODE

On behalf of _____ an infant.
 Born on the _____ day of _____, _____, (herein called the "Infant")
 We (I) _____

being the legal guardians and/or parents of the Infant in consideration of the payment of the following amounts of money in the manner provided herein (the "Damages"):

General Damages: \$ _____
 Loss of Income: \$ _____
 Special Damages: \$ _____

- Do hereby release and forever discharge _____ (herein called the "Releasee")
 _____ from all actions, causes of action, claims and demands which they or the Infant, respectively had, now have or may hereafter have for or by reason of any damage, loss or injury to the person of the Infant in consequence of a motor vehicle accident occurring at or near _____ on or about the _____ day of _____, _____.
- Both for themselves and the Infant agree not to make or take proceedings against any other person who might claim contribution or indemnity under the provisions of any statute or otherwise.
- It is agreed that the above payment shall not be deemed an admission of liability on the part of the Releasee.
- This release is contingent upon:
 - Approval and consent by the Public Guardian and Trustee pursuant to Section 40 of the "Infants Act" evidenced by the Public Guardian and Trustee's signature and impression of the Public Guardian and Trustee's seal in the space provided below to the intent that this agreement and release shall, pursuant to the "Infants Act" be as good and effectual to all intents and purposes as if the Infant had been of full age and had himself entered in this agreement, and
 - The payment of the Damages as follows: \$ _____ to the Public Guardian and Trustee of British Columbia to be held in trust for the Infant; payment of \$ _____ to their solicitor, _____, and payment of the remaining amount to the Infant or to his/her order.
- Both for themselves and the Infant acknowledge that their solicitor has explained to them that, notwithstanding any fee agreement that they have made, it is still possible for them to have their solicitor's bill reviewed by a Registrar of the Supreme Court in taxation, to see whether it is reasonable as against the Infant. However, they are satisfied that it is reasonable, they do not want it to be reviewed by the Registrar, and they ask the Public Guardian and Trustee to approve of the payment of the above-mentioned amounts to their solicitor without taxation.

In witness whereof we have hereunto set our hands and seals this _____ day of _____, _____.

Signed, sealed and delivered in the presence of

_____)	_____
Name)	Guardian
_____)	_____
Address)	Address
_____)	_____
Occupation)	Guardian

The common seal of the Public Guardian and Trustee was hereunto affixed to signify his approval of this agreement under Section 40 of the Infants Act, this _____ Address

_____ day of _____, _____
 _____ (Seal)
 Public Guardian and Trustee