



Guardian Settlement Agreement and Assignment (Uninsured)

CLAIM NUMBER	EMPLOYEE NAME	EMPLOYEE NUMBER
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On behalf of _____ an infant born on the _____ day of _____, _____, (herein called the "Infant"), I/we _____ being the legal guardian(s) and/or parent(s) of the Infant in consideration of the payment of the following amounts of money in the manner provided herein:

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

1. Do hereby release and forever discharge _____ (NAME ONLY INSURED PERSONS),

and the Insurance Corporation of British Columbia ("ICBC") from any and all actions, causes of action, claims and demands, including all claims brought pursuant to Section 20 of the Insurance (Vehicle) Act, or otherwise, which I/we 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 the ownership, use or operation of a motor vehicle, licence number _____, owned by _____ and operated by _____ at or near _____ on or about the _____ day of _____, _____ (the "occurrence").

2. I/We further assign and transfer to ICBC all actions or rights of action arising from the above occurrence, including judgements resulting therefrom, which the Infant now has or may in the future have against any and all persons or corporations and hereby constitute ICBC to be the Infant's true and lawful attorney with full power and authority in the Infant's name and on the Infant's behalf, and on behalf of the Infant's heirs, executors, administrators and assigns, but at the risk, cost and expense and for the benefit of ICBC to sue for, recover and receive the proceeds of the action or actions hereby assigned and to give good and sufficient releases therefor.

3. I/We agree that I/we will co-operate with ICBC in bringing, prosecuting or continuing any action or right of action hereby assigned or any other action brought by ICBC in its own or in the Infant's name to recover from any person(s) or corporation(s) liable to the Infant for the consideration ICBC has paid to the Infant herein, and who or which have not by this agreement been released; that I/we will execute all further documents necessary to effect the terms of this agreement and/or to prosecute or continue any such actions and that I will attend at such places and at such times as requested for the purpose of prosecuting or continuing any such actions.

4. ICBC shall at all times protect, save harmless and indemnify the Infant, the Infant's heirs, executors and administrators of and from all costs and damages that I/we may at any time pay, sustain or become liable for on account of any action that may be continued, commenced, or prosecuted in the Infant's name pursuant to the power given herein, excepting such costs and damages only as shall be caused by my/our own wilful neglect or default.

5. I/We agree that the said payment is not deemed to be an admission of liability on the part of ICBC.

6. I/We both for myself/ourselves 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.

7. This Guardian Settlement Agreement and Assignment is contingent upon:

- a. 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 assignment 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 assignment; and
- b. The payment of the above general damages in the amount of \$ _____ to the Public Guardian and Trustee of British Columbia, to be held in trust for the Infant; and
- c. The payment of the remaining amounts to the Infant or to his order.

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

Signed, sealed and delivered in the presence of

_____))
 NAME)
 _____)
 ADDRESS)
 _____)
 OCCUPATION)

 GUARDIAN SIGNATURE

 GUARDIAN NAME (please print)

 ADDRESS

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

 GUARDIAN SIGNATURE

 GUARDIAN NAME (please print)

_____ day of _____, _____.

 PUBLIC GUARDIAN AND TRUSTEE (Seal)

 ADDRESS