

This Agreement made in triplicate this 28th day of April, A.D. 2006.

BETWEEN:

[REDACTED]
of the City of Saskatoon,
in the Province of Saskatchewan,
hereinafter referred to as
[REDACTED]

OF THE FIRST PART

- and -

[REDACTED] and [REDACTED]
of the District of Prince Albert,
in the Province of Saskatchewan,
hereinafter referred to as
"the Guardians"

OF THE SECOND PART

CUSTODY AND GUARDIANSHIP AGREEMENT

WHEREAS [REDACTED] is the natural mother of a male child born on [REDACTED] to be named [REDACTED]

AND WHEREAS [REDACTED] for personal reasons, is unable to parent the child, but wishes to ensure that the child is raised in a safe and caring home;

AND WHEREAS the Guardians have been family friends of [REDACTED] and her family for many years, and have been selected by [REDACTED] as suitable guardians and custodians of the child;

IN THE *Queen's Bench* COURT FOR
SASKATCHEWAN, JUDICIAL CENTRE
OF ~~SASKATCHEWAN~~ SASKATOON

This is Exhibit "A" entered in the affidavit of [REDACTED]

Sworn before me this 28 day of September
A.D. 2006

[Signature]
A Commissioner for Oaths in and for the
Province of Saskatchewan/or being a Solicitor

AND WHEREAS [REDACTED] is not married to, nor cohabiting with the biological father of the child or any other person in a spousal relationship;

AND WHEREAS the biological father of the child is not known, and no person has acknowledged paternity, nor supported or maintained [REDACTED] during her pregnancy, nor acknowledged responsibility for the unborn child, nor indicated an intention to seek custody of or access to the said child;

AND WHEREAS [REDACTED] desires to appoint the Guardians as guardians and custodians of her child, to have care, custody and control of the child, with full authority to determine and decide upon matters respecting the child's residence, health, well-being, education, activities and spiritual development, subject only to the terms and conditions of this Agreement;

NOW THEREFORE the parties covenant and agree as follows:

1. [REDACTED] hereby covenants and agrees that the Guardians shall have sole legal custody and guardianship of [REDACTED] and shall be solely responsible for the care, upbringing and education of the said child and the Guardians also covenant and agree to accept this responsibility. For greater clarity and without limiting the generality of the foregoing, the Guardians shall have the full and sole legal authority to make medical and health-care decisions for the child, and to instruct medical personnel and health care providers accordingly.

2. The parties agree that the guardianship shall be in effect from the moment of birth of the child and that the Guardians shall take [REDACTED] home from the hospital immediately after the birth when the doctors have ascertained that it is in the best interests of the child to leave the hospital.
3. The parties agree that they have jointly selected the name [REDACTED] for the child, and the parties further agree that the Guardians may apply to change the child's last name to [REDACTED] or [REDACTED] if so desired.
4. [REDACTED] and the Guardians agree that it is their joint desire and intention that [REDACTED] be informed of his heritage and introduced to his extended family at an appropriate age and stage of development. The parties agree that they shall consult with one another and jointly decide upon the timing and manner in which such information is given to the child.
5. The parties agree that [REDACTED] may exercise access to the child if she so desires, provided that the timing and terms of such access are agreeable to the Guardians. The parties further agree that [REDACTED] extended family may exercise access to the child, but only subject to the following terms and conditions:
 - a) no extended family member may exercise access without the approval of both [REDACTED] and the Guardians;

- b) any extended family member who exercises access must agree to respect the wishes of [REDACTED] and the Guardians respecting the disclosure of information regarding the child's heritage and family relationships, as provided for in paragraph 4 of this Agreement;
 - c) if any family member exercising access fails to respect the wishes of [REDACTED] and the Guardians respecting disclosure of information to the child, the Guardians shall have the authority and responsibility to terminate such access;
 - d) if any family member wishes to be provided with photographs or information regarding the child, the Guardians agree to provide such information to [REDACTED] and it shall be [REDACTED] responsibility to deliver or distribute such information.
6. The parties agree that this agreement shall constitute a custody and guardianship agreement for the purposes of *The Children's Law Act*.
7. The parties acknowledge and agree that the Guardians, as legal custodians of [REDACTED] shall have the right to apply for and to receive the Child Tax Credit and any other benefits or supplements which may be available for the child.
8. The parties agree that if it becomes necessary for any reason following the birth of the child to execute any further or other documents in order to give effect to, or to carry out the terms of this Agreement, they shall execute such documents promptly.

9. [REDACTED] acknowledges that she is signing this Agreement voluntarily, and without
compulsion.

SIGNED, SEALED AND DELIVERED

in the presence of

[REDACTED]
WITNESS

)
)
)
)
)

[REDACTED]

SIGNED, SEALED AND DELIVERED

in the presence of

[REDACTED]
WITNESS

)
)
)
)
)
)
)

[REDACTED]

[REDACTED]


AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT:)

I, [REDACTED] of the City of Saskatoon in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see [REDACTED] and [REDACTED] named in the within agreement, each of whom is personally known to me to be the person named therein, duly sign and execute the same for the purposes therein.
2. THAT the same was executed at the City of Saskatoon in the Province of Saskatchewan, on the 1 day of May, A.D. 2006, and that I am the subscribing witness therein.
3. THAT I know the said [REDACTED] and [REDACTED] and each of them to in my belief of the full age of eighteen years.

SWORN before me at the City of Saskatoon, in the Province of Saskatchewan, this 1 day of May, A.D. 2006.


A Commissioner for Oaths in and for the Province of Saskatchewan.
My Commission Expires: 3/2007
OR Being a Solicitor

[REDACTED]

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT:)

I, [REDACTED] of the City of Saskatoon, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see [REDACTED] named in the within agreement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes therein.
2. THAT the same was executed at the City of Saskatoon, in the Province of Saskatchewan, on the 27 day of August, A.D. 2006, and that I am the subscribing witness thereto.
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3. THAT I know the said [REDACTED] and she is in my belief of the full age of eighteen years.

SWORN before me at the City)
of Saskatoon, in the)
Province of Saskatchewan, this)
27 day of Aug, A.D. 2006.)

[Signature]

A Commissioner for Oaths in and for the Province of Saskatchewan.
My Commission Expires: Jan 2/2007
OR Being a Minister

[REDACTED]