



HAC Legal Action Fund Contribution Agreement and Waiver

Whereas the Helicopter Association of Canada (“HAC”) is committed to fostering public confidence in the safety of helicopter operations and the integrity of HAC Members, as well as to protecting the reputation and good name of the helicopter industry;

And whereas HAC has established a Legal Action Fund to fund, in whole or in part, the legal costs incurred by their Member(s) in participating in legal proceedings where the outcome of such proceedings may affect the interests of HAC and/or part or all of its membership;

And whereas [insert name of member] (“the Member”) is a member in good standing of HAC;

And whereas the Member is [a party to/a witness in/participating in] a legal proceeding with respect to [insert brief description – define whether a civil action, criminal action, parliamentary hearing, etc...] of same (“the proceeding”) and will incur legal fees and disbursements plus applicable taxes (“legal costs”) in connection with the proceeding;

And whereas the Member has applied to the Legal Action Fund for a contribution to its legal costs in connection with the proceeding;

And whereas by resolution of the Board of Directors, HAC has agreed to contribute to the Member’s legal costs subject to the terms of this Agreement;

Therefore the Member and HAC agree, each with the other, as follows:

1. The parties adopt the recitals as set out above.
2. For purposes of this Agreement, “legal costs” shall include legal fees and/or disbursements incurred in connection with the proceeding, plus applicable taxes, but does not include any amounts with respect to damages, fines, penalties, or other amounts paid or ordered to be paid by the Member as a result of an order and/or judgment or agreement in the proceeding.
3. HAC will contribute [insert percentage] of the Member’s legal costs to a maximum of [insert amount] {or HAC will contribute a lump sum payment of [insert amount]} inclusive of applicable taxes (“contribution payment”) provided that HAC receives a copy of the retainer agreement between the Member and the Member’s legal counsel, and provided that HAC receives a copy of the invoice(s) from the Member’s legal counsel outlining all legal fees and disbursements incurred in the Member’s participation in the proceeding;

4. HAC is not contractually or otherwise legally obligated to make the contribution payment but is doing so on a gratuitous basis only;
5. The Member acknowledges and agrees that HAC is not a party to the proceeding and will not be made a party to the proceeding by virtue of any proceedings or payments made by HAC under this Agreement;
6. The Member must continue to be a member in good standing as defined in HAC's by-laws to be eligible to receive any contribution payment;
7. The Member acknowledges and agrees that HAC may, at its sole and absolute discretion, without notice to the Member and without assigning any reason, limit, restrict, decline or terminate the contribution payment(s) at any time;
8. Upon request, the Member will provide HAC with regular updates on the status and progress of the proceeding and/or the nature and the scope of the work being done by the Member's legal counsel in the proceeding and on legal positions taken in the proceeding;
9. The Member will, upon request, execute a written consent or any other such document as may be required from time to time to authorize and instruct his legal counsel to communicate with HAC about the status and progress of the proceeding and/or the nature and the scope of the work being done in connection with the proceeding and/or to provide HAC with copies of any pleadings or documents with respect to the proceedings;
10. The Member will, upon request, contact the of the Ontario Superior Court of Justice Assessment Office (or its equivalent in the appropriate jurisdiction) to have the legal fees and/or disbursements charged in the legal proceeding reviewed by an Assessment Officer (or the equivalent in the appropriate jurisdiction). The Member shall provide HAC with a copy of the decision of the Assessment Officer;
11. The Member acknowledges and agrees that HAC will have the right to reimbursement of the funds provided to the Member under this Agreement, whether in part or in full at HAC's absolute discretion, in the following circumstances:
 - a. If the Member is successful in having the legal fees and/or disbursements charged in the legal proceeding reduced by an Assessment Officer;
 - b. If the Member refuses a request by HAC to have the legal fees and/or disbursements charged in the legal proceeding reduced by an Assessment Officer;
 - c. If the Member fails to provide HAC with a copy of the invoice(s) from the Member's legal counsel outlining the legal fees and disbursements incurred in the Member's participation in the proceeding;
 - d. if the Member fails to provide the updates and consents as required by paragraphs 8 and 9 of this Agreement in a timely manner and HAC is unable to assess whether its interests and those of the Member continue to be aligned;
 - e. if the Member fails to provide HAC with full disclosure of all material facts in the application for funding; and
 - f. if the Member fails to provide HAC with on-going disclosure of material facts which would have a bearing on HAC's decision to continue funding the legal proceeding.

12. The Member hereby releases, waives and fully discharges HAC and its officers, directors, employees, agents and representatives, and any other person, organization or entity involved in making the payment (all of whom are collectively referred to elsewhere in this agreement as "HAC"), from any and all claims, demands, obligations and liabilities of any kind or nature whatsoever arising from or connected, directly or indirectly, with the contribution payment or any other term of this Agreement, due to any cause whatsoever, including **negligence, gross negligence, breach of contract, and breach of any statutory or any other duty**, and they each accept that this Legal Action Fund Contribution Agreement and Waiver ("this Agreement") covers and includes, but is not limited to, all unknown and unforeseen claims, injuries, damages and losses, and any consequences thereof;
13. The Member agrees to indemnify and hold harmless HAC from any damage, loss, liability, legal costs and other expenses that it may suffer or incur by reason of any claim against it arising from or connected, directly or indirectly, with the terms of this Agreement including any claim based on **negligence, gross negligence, breach of contract, and breach of statutory or other duty**;
14. Both parties may terminate this Agreement upon written notice to the other party sent to the last know mailing address of that party;
15. This Agreement and the rights and obligations of the parties hereunder shall be construed and governed in accordance with the laws of the Province of Ontario, Canada, without regard to the principles of conflicts of law, and will in all respects be treated as an Ontario contract. In the event of a dispute, the parties agree that any legal proceedings must be taken in the City of Ottawa, in the Province of Ontario, Canada, and the parties hereby consent to attorn to the jurisdiction of the Ontario courts;
16. The Member has read this Agreement thoroughly and understands that, by signing it, he/she will waive and give up important legal rights, including the right to sue HAC;
17. The Member understands that HAC is relying on their full release and waiver of all claims as a fundamental term of this Agreement and as a condition in making the contribution payment;
18. The parties acknowledge and agree that this Agreement is voluntarily entered into by both of them and that the said terms are fair and reasonable and correctly set out the parties' intentions and the parties further agree to abide by the terms hereof; and

19. The parties have had independent legal representation in connection with this Agreement or the opportunity to obtain same.

_____)	_____
[insert name and Address of Member])	Witness
)	
)	
_____)	
Date)	
)	
)	
_____)	_____
Mr. Fred Jones)	Witness
President and CEO)	
Helicopter Association of Canada)	
130 Albert Street Suite 500)	
Ottawa K1P 5G4)	
)	
)	
_____)	
Date)	