



2023 Wildfires Negative Impacts Support Payment Application - WLFN #459

All applicant names will be verified by the Membership Department. Please do not include those who are not members of Whitefish Lake First Nation #459.

Applicant Information (the minor's guardian)

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____

Treaty Number: _____

Preferred payment method (check or mark)

Direct Deposit []

Cheque []

Mailing Address for cheque: _____
Street or P.O Box # Apt #

City

Postal Code

For direct deposit please include your banking information. Direct deposit form or void cheque

Note that **all applicant names will be verified by the Membership Department.** Do not include those who are not affiliated with Whitefish Lake Band #459.

In order to accept a support payment on behalf of a minor (under the age of 18) you must complete an Acknowledgment of Trustee, Release and Indemnity Agreement attached.

****For those who have any guardianship court documents please attach a copy to the application. Thank you. ****

Minor Information

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____ Treaty Number: _____

Minor Information

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____ Treaty Number: _____

Minor Information

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____ Treaty Number: _____

Minor Information

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____ Treaty Number: _____

Minor Information

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Last Name: _____ Middle: _____

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Minor Information

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____ Treaty Number: _____

Minor Information

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____ Treaty Number: _____

Minor Information

First Name: _____

Last Name: _____ Middle: _____

Date of Birth: _____ Treaty Number: _____

Wildfire Impacts

In order to be eligible for a Wildfires Negative Impacts Support Payment, applicants must have been negatively impacted by the 2023 Wildfires.

Please identify the negative impacts of the 2023 Wildfires that apply.

- Negative impacts on health and well-being
- Loss of employment and/or training
- Disruption to employment, education and /or training
- Replace disposed food and/or household items
- Loss of property
- Power outage related expenses due to 2023 Wildfires
- Evacuation related expenses (not covered by government agencies, including WLFN)
- Negative Impacts on traditional activities (i.e. hunting, fishing, trapping , gathering, etc.) due to wildfires

Other: _____

Declaration and Acknowledgement

The applicant/minor's guardian must sign this declaration and acknowledgment.

1. The information in this application describes my situation.
2. I understand that if I have given false information, I may be required to repay the support payment to Whitefish Lake First Nation #459.

DATE: _____

Name of applicant: _____

Signature of applicant: _____

Acknowledge of Trustee, Release and Indemnity Agreement

BETWEEN:

WHITEFISH LAKE FIRST NATION #459

-And-

_____ (The Trustee)

Guardian's name print

WHEREAS:

Upon application, the First Nation has decided to provide support payments to its members who have been negatively impacted by the 2023 Wildfires ("Support Payment").

Some of the Members negatively impacted by 2023 Wildfires are minors.

The Trustee is a legal guardian of a minor(s) member, (the "**Minor(s)**"), and has agreed to act as the trustee for that Minor(s) regarding the Minor's Support Payment.

N CONDISERATION of the payment of the Minor(s) Support Payment of \$1,000 to the Trustee, the Parties agree as follows:

1. "First Nation" in this Agreement shall be interpreted to include the First Nation, its Chief, its Councilors, officers, employees, administrators, agents, and representatives.
2. The Trustee declares that he or she: is the legal guardian of the Minor(s); accepts the position and obligations of a trustee for the Minor(s) in relation to that Minor's Support Payment; and acknowledge that this arrangement is a legal and binding trust relationship for the benefit of the Minor(s).
3. The Trustee has truthfully completed the following attached document and this document forms part of this Agreement:
 - a. "Form 1" – guardian's Acknowledgement of Responsibility
4. The Trustee understands that the First Nation is relying on the accuracy and truthfulness of the information declared by the Trustee in "Form 1."
5. The Trustee agrees to comply with the laws in effect in relation to acting as a trustee, including but not limited to the Trustee Act of Alberta, Minors' Property Act, and the Criminal Code of Canada, at all times that he or she holds the Minor's Support Payment.
6. The Trustee agrees that he or she is solely responsible for understanding that his or her legal duties and obligations for acting as the Minor's trustee. The Trustee agrees that any information, documents, or materials provided by the First Nation, whether verbal or written and including statements contained in "Form 1" is not legal advice. The Trustee is responsible for getting independent legal advice as needed for the Trustee's understanding and fulfillment of his or her legal duties and obligation.
7. The Trustee agrees to not commence any legal action or make any demands or claims against the First nation whatsoever in relation to the payment of the Minor's Support Payment to the Trustee.
8. The Trustee agrees to defend and fully indemnify the First Nation for all Liabilities, demands, damages, costs, including the cost of legal services, and expenses of any kind whatsoever should the Minor(s) or a legal representative for the Minor(s) bring any legal actions, successful or not, in relation to the payment of the Minor's Support Payment to the Trustee and/or for the Trustee's use.
10. Each party has read and understood this Agreement and the attached Form 1.
11. This Agreement may be executed in counterpart and may be signed by facsimile or other electronic means.
12. This Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta. The parties agree that any dispute must be submitted to the courts of Alberta.
13. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, trustees and assigns.

Guardian's Acknowledgement of Responsibility (Minor's Property Act – section 8)

1. Guardian's acknowledgement of responsibility given by

Name: _____ Address: _____

Contact number: _____

2. The acknowledgment of responsibility relates to the following minor(s)

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Minor's Name: _____

Date of Birth: _____

Date: _____

Witness print and signature: _____

Guardian signature: _____

3. Relation to minor (check or mark that applies)

The minor's Mother

Appointed Guardian by court order document

The minor's Father

Appointed Guardian by deed or will of the minor's parent who is deceased

I represent and acknowledge the following:

4. I have the power and responsibility to make day-to-day decisions affecting the minor(s).
5. I request that the Whitefish Lake First Nation #459 to deliver to me, to hold as trustee for the minor(s), the entire amount of the Minor's 2023 Wildfires Support Payment.
6. When the minor(s) reaches the age of 18 years I will account to the minor(s) and transfer the balance of the money or property remaining at that time to the minor(s).
7. I must use the money or other property only for the Minor's benefit in accordance with all applicable laws, including but not limited to the Trustee Act of Alberta and the Minor's Property Act of Alberta as those laws may be replaced or amended from time to time.
8. I will have the power to apply trust property for maintenance and/or advancement of the minor.
9. I cannot borrow or take a benefit from the money or other property.
10. I must keep adequate records of my administration of the money or other property.
11. I must keep the money or other property separate from any other money or property.
12. I assume full responsibility for the management of the money or other property on behalf of the minor(s), including all responsibilities binding on me as a trustee. I will exercise all the powers and authorities of a trustee in accordance with my legal obligations without personal benefit or expectation of payment and in the best interests of the minor.
13. The trust relationship described in this acknowledgment is permanent and cannot be revoked by me.

BY SIGNING THIS ACKNOWLEDGEMENT I AGREE TO ACCEPT AND COMPLY WITH LEGAL OBLIGATIONS THAT ARE STRICTLY ENFORCED BY COURT OF LAW.

Date: _____

Witness print and signature: _____

Guardian signature: _____