S.C. 22-A0097

RELEASE

SUPREME COURT OF YUKON

Between

GX, by their Guardian ad litem, YY and TA by their Guardian ad litem BB in a representative capacity on behalf of all students and former students of Jack Hulland Elementary School who were subject to holds and restraints and/or who were locked in a room and/or placed in seclusion between January 1, 2002 and June 30, 2022

And

Government of Yukon (Department of Education)

THIS RELEASE (the "**Release**") is effective Month Day, 2025.

WHEREAS the Representative Plaintiffs commenced the Action, which was certified as a class proceeding on behalf of all Class Members;

AND WHEREAS the Representative Plaintiffs agreed to settle the claims of the Class Members regarding the Alleged Conduct according to the terms in the Settlement Agreement;

AND WHEREAS the Supreme Court of Yukon approved the Settlement Agreement on October 29, 2025;

NOW THEREFORE IN CONSIDERATION OF the Releasor's filing a claim in the Claims Process for the assessment of an individual claim, the Releasor agrees as follows:

1. In this Release:

   A. ***Action*** means Supreme Court of Yukon Action No. 22-A0097;

   B. ***Alleged Conduct*** means the allegations set out in the Amended Amended Statement of Claim filed in the Action, including that the Government of Yukon was liable in negligence, was reckless, breached its fiduciary duty, and is

vicariously liable for the torts of assault, battery, unlawful confinement and false imprisonment committed at Jack Hulland Elementary School where the Representative Plaintiffs allege staff engaged in the systemic use of holds, restraints, and involuntary seclusion to control students' behaviour at the school during the Class Period;

C. ***Claimant*** means a Class Member who has submitted a claim for compensation in accordance with the Claims Process;

D. ***Claims Process*** means the claims process described in section 3.1 and Schedule A of the Settlement Agreement.

E. ***Class Members*** means all students and former students of Jack Hulland Elementary School who were subjected to holds and restraints and/or who were locked in a room and/or placed in seclusion between January 1, 2007 and June 30, 2022.

F. ***Class Period*** means between January 1, 2007 and June 30, 2022;

G. ***Defendant*** means the Government of Yukon;

H. ***Released Claims*** all claims and obligations of any kind—whether under statute, at common law, or in equity, and including claims not yet knowable—that the Releasor has ever had, or ever will have, arising out of, or in relation to, the **Alleged Conduct**;

I. ***Releasor*** includes the Releasor's heirs, beneficiaries, executors, administrators, committees, trustees, and assigns;

J. ***Representative Plaintiffs*** means GX, by their Guardian ad litem, YY, and TA by their Guardian ad litem BB;

K. ***Settlement Agreement*** means the Memorandum of Understanding reached between the Representative Plaintiffs and the Defendants dated August 15, 2025 and approved by the Supreme Court of Yukon on October 29, 2025.

2. The Releasor fully and finally releases and discharges the Government of Yukon from the Released Claims.

3. The Releasor is aware that the Releasor may discover facts in addition to, or different from, those facts which the Releasor knows or believes to be true with respect to the events described in the Amended Amended Statement of Claim, and that it is the Releasor's intention to release fully, finally, and forever all Released Claims (including, without limitation, anything that might be based on additional or different facts later discovered), and in furtherance of such intention, this Release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

4. The Releasor shall not make any claims or commence any proceeding of any kind before any court, tribunal, regulatory body, or administrative body in any jurisdiction against any person or entity who might claim contribution or indemnity against the Government of Yukon in relation to the events described in the Amended Amended Statement of Claim.

5. If any claim or proceeding made or commenced by the Releasor results in a claim for contribution or indemnity against the Government of Yukon in relation to the events described in the Amended Amended Statement of Claim, then the Releasor shall fully indemnify the Government of Yukon for any amount awarded against the Government of Yukon in relation to the claim or proceeding, as well as for all expenses incurred by the Government of Yukon, including any legal costs or disbursements.

6. The Releasor instructs the Releasor's counsel to hold this release in trust pending the outcome of the Releasor's claim for compensation in the Claims Process and to deliver the Release to counsel for the Government of Yukon upon final resolution of the Releasor's claim for compensation.

IN WITNESS WHEREOF the Releasor has executed this Release, effective as of the date specified in this Release.

Releasor

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