

**MANITOBA ONLINE DATABASE AGREEMENT**

**RELEASE/INDEMNITY**

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(called the "End User") has read this Release/Indemnity and agrees to be bound by it. In consideration of the Government of Manitoba (called the "Government") entering into an agreement with IBM (called "IBM") to permit the End User to access Government of Manitoba data bases, the End User hereby releases and forever discharges the Government, IBM and their officers, employees and agents, from and against all claims, demands, damages, expenses, actions or causes of action (including negligence) whatsoever, in law or in equity, which the End User, its heirs, executors, administrators, successors or assigns can, shall or may have by reason of access to Government data bases or the use of the information or data therein.

**AND FURTHER**, for the above consideration, the End User does hereby covenant and agree to indemnify and save harmless the Government, IBM and their officers, employees and agents, from and against all claims, demands, damages, expenses, actions or causes of action (including negligence) whatsoever, in law or in equity, which may hereafter be brought against them, by or on behalf of the End User, because of such access or use.

**PROVIDED THAT** this release does not change any liability imposed by any law or statute on the Government, if any, for the content of any data base which has been designated by the Government as an "official data base".

It is understood that this indemnity is being given on the basis that it will be delivered to the Government of Manitoba and the Government of Manitoba shall be entitled to rely on it as such.

**IN WITNESS WHEREOF** the End User has hereunto set its hand (by its duly authorized representative) this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**SIGNED AND DELIVERED** in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE