

## NON-WAIVER AGREEMENT

**DATED** at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**CORPORATION**  
(the "Corporation")

**OF THE FIRST PART**

- and -

**EMPLOYEE**  
("Employee")

**OF THE SECOND PART**

**WHEREAS:**

- A. Employee was a former employee of Corporation.
- B. A third party has indicated that they may make a claim against Employee for damages allegedly caused by Employee while he was an employee of Corporation (the "Incident").
- C. Employee is no longer an employee of Corporation and Employee contends that by the aforesaid employment relationship with Corporation (the "Employment Relationship"), Corporation is vicariously liable and responsible for any liability which Employee may have to the third party as a result of the Incident.
- D. Both parties desire to co-operate to reduce to a minimum any loss arising out of the Incident and to postpone the determination of the respective rights and liabilities under the employment relationship until the legal liability for damages arising out of the Incident has been definitely determined.

**NOW THEREFORE** in consideration of the premises of the mutual promises hereinafter made, it is hereby agreed as follows:

- 1. It is the intent of the parties hereto to preserve in status quo, as of this date, all the respective rights under the Employment Relationship.
- 2. Employee does not surrender, nor waive, any of the rights under the Employment Relationship or consent to the denial of liability made by Corporation.

**THIS IS A 2-PAGE FORM.**