

**BYLAW NO. 1608**  
**A BYLAW TO ENTER INTO AN AGREEMENT WITH**  
**BROCK LESNAR RE:**  
**USE OF EQUIPMENT FOR THE FITNESS CENTRE**

The Council of the Village of Maryfield, in the Province of Saskatchewan, enacts as follows:

1. The Village of Maryfield is hereby authorized to enter into an agreement with, Brock Lesnar, the terms of which are attached hereto and marked "Exhibit A" for the purpose of defining the responsibilities and conditions of the agreement for both parties.
2. The Mayor and the Administrator of the Village of Maryfield are hereby authorized to sign and execute an agreement, the terms of which are set out in "Exhibit A" here and before referred to.
3. That this bylaw shall come into force and take effect on the final passing thereof.
4. Dated this 19<sup>th</sup> day of May, 2016 at Maryfield, SK.



  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

**CERTIFIED TO BE A TRUE  
COPY OF THE ORIGINAL**

**BILL OF SALE AND RIGHT TO REPURCHASE**

The Village of Maryfield, Saskatchewan ("Buyer") hereby purchases used gym and fitness equipment (the "Equipment") from Brock Lesnar ("Seller" ) on May 18, 2016 for one dollar (CAN\$1.00) (the "Purchase Amount") and, in the event Buyer later desires to sell or otherwise dispose of the Equipment, grants Seller the right to repurchase the Equipment for the Purchase Amount anytime within 90 days of Seller's actual notification from Buyer of Buyer's desire to sell or dispose of the Equipment.



Release: Buyer agrees to release and hold harmless Seller and any business entity he owns, controls or is affiliated with or any of employees, officers, directors, agents, and representatives thereof from any and all losses, damages, rights, or claims arising from or otherwise related to the Equipment.

Disclaimer of Warranty: The Equipment has been provided to Buyer "as is" and without warranty of any kind. Seller expressly disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose. Seller does not warrant that the Equipment will meet any specific standards or requirements, that the operation of the Equipment will be uninterrupted or error-free, or that defects in the Equipment will be corrected. Furthermore, Seller does not warrant or make any representations regarding the use or results of the use of the Equipment. No oral or written information or advice given by Seller or any of his business affiliates shall create a warranty. Should the Equipment prove defective, Buyer shall assume the entire cost of all necessary repair or correction.

Limitation Of Liability: Under no circumstances, including negligence, shall Seller be liable for any incidental, special, punitive or consequential damages that result from the use the Equipment.

Indemnification: Buyer shall defend, indemnify and hold harmless Seller against all claims, damages, costs and expenses that arise from or result from the shipping, handling, installation, sale, recycling, disposal, export, transfer or use of the Equipment, including without limitation all claims for bodily injury and property damage arising from the use of the Equipment. The term "claim" includes, but is not limited to, allegations, notices, lawsuits, judgments, settlements, costs, expenses, attorney fees and other costs for Seller to assist with or present any defense, without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or any other cause of action.

Understood and Agreed to by:

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Brock Lesnar

Brock Lesnar

**CERTIFIED TO BE A TRUE  
COPY OF THE ORIGINAL**