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Grand Council of the Crees (Eeyou Istchee)  
Grand Conseil des Cris (Eeyou Istchee)

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Cree Nation Government  
Gouvernement de la Nation Crie

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Environment and Remedial Works  
Environnement et travaux de remédiation

## PERMIT FOR ENTRY AND ACCESS - CREE LANDS

Permit No. 2022-004

Period of validity of this permit: 2022/08/01 to 2022/08/21

Whapmagoostui

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Chisasibi

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Wemindji

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Eastmain

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Waskaganish

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Nemaska

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Waswanipi

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Ouje-Bougoumou

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Mistissini

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Washaw Sibi

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MoCreebec

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The Cree Nation Government hereby authorizes **Enric Sala, and the project team for National Geographic Society** (the “Permit Holder”) to enter and access **the Islands and Cree Zone of EYYOU MARINE REGION** subject to the following terms and conditions to which the Permit Holder hereby agrees:

1. This permit is issued by the Cree Nation Government pursuant to the Eeyou Marine Region Land Claims Agreement.
2. This permit enables the Permit Holder to undertake the following activities on Cree Lands:

### MAIN GOAL OF THE RESEARCH:

To explore and document the unique and largely unexplored underwater ecosystems of Northern Labrador Sea, Hudson Bay, and James Bay, with the goal of helping to inform the creation of new marine protections in the region.

**No research will be conducted on the islands (only in the water).  
The only activity that will occur on some islands is filming.**

### WHO:

Pristine Seas is the National Geographic Society’s flagship marine conservation initiative that seeks to explore, document, and protect vital ocean areas. The team is composed of scientists, conservationists, filmmakers, expedition and operations leaders.

National Geographic’s team will be accompanied by Cree guides and community members.

### ENGAGEMENT:

- Four to eight members from the region will join the expedition and will be identified with support from the Cree Nation Government and local communities.
- Data will be shared with the regions once analyses are complete
- Create a documentary film for the local community and government to help inform the need for marine protections. The film tone, messaging and audience will be guided by Indigenous conservation leaders and governance in each region.
- Pristine Seas aims to connect local communities and governments with our coalition of world-class partners who support education, conservation economies, ocean carbon market, and monitoring so communities have the expertise and tools required for the long-term sustainability of marine protections.

### LOCATION:

Filming will only take place within the Cree Zone (no areas of overlap). No activity will be conducting research in the Cree/Inuit Joint Zone, only transiting through these waters.



- Whapmagoostui ᐱᑦᑭᑦᑭᑦᑭᑦ
- Chisasibi ᑎᑦᑭᑦᑭᑦ
- Wemindji ᐱᑦᑭᑦᑭᑦ
- Eastmain ᐱᑦᑭᑦᑭᑦ
- Waskaganish ᐱᑦᑭᑦᑭᑦ
- Nemaska ᐱᑦᑭᑦᑭᑦ
- Waswanipi ᐱᑦᑭᑦᑭᑦ
- Ouje-Bougoumou ᐱᑦᑭᑦᑭᑦ
- Mistissini ᑎᑦᑭᑦᑭᑦ
- Washaw Sibi ᐱᑦᑭᑦᑭᑦ
- MoCreebec ᐱᑦᑭᑦᑭᑦ

Work is being done with CNG and EMRWB to determine the locations to visit.

**TRANSPORTATION:**

Currently the plan is to bring the vessel to Chisasibi and work from there with zodiacs and rigged-hulled inflatable boats which have an approximate distance of travel of about 60 km from the vessel.

**3.** This permit is a non-exclusive personal right to access and enter the Cree Lands for the duration and in the location indicated in section 2 and should not in any way be construed as constituting a lease, easement or other property interest in the Cree Lands.

**4.** It is expressly understood that this Permit is delivered on the basis that the Permit Holder has read, understood, initialed and signed the document entitled "Acceptance of Risk and Release of Liability" and has thus fully released, discharged and indemnified the Cree Nation Government as well as its officers, directors, employees, volunteers, agents, successors and assigns from any and all liabilities arising from the risks, dangers and hazards entailed by travel in the Cree Lands as well as the potential consequences resulting therefrom.

**5.** The Permit Holder shall ensure that, at all times, he or she respects the following conditions:

- No harvesting (hunting, trapping, fishing) on Cree Lands;
- No interference with Cree harvesting activities (save in the case of an emergency);
- No significant interference with other Cree uses and quiet enjoyment of Cree Lands;
- No significant damage cause whether by way of physical alteration to the land or otherwise;
- No mischief committed;
- All disturbed areas must be restored to a stable or pre-disturbed state as soon as possible following the Permit Holder's entry and access to the Cree Lands and all waste must be transported back to the mainland for disposal.

**Specific Conditions:**

Any conditions, restrictions or measures imposed or requested by the Eeyou Marine Region Impact Review Board (EMRIRB), as applicable, with regard to the proposed activities of the Permit Holder set out herein, including without limitation:

- **Screening decision report EMRIRB, file no.: 0026-1522-005**

**6.** The Cree Nation Government shall not be liable for any loss or damage to the Permit Holder arising from or in connection with the granting of access to the Cree Lands or anything done pursuant to this permit.

**7.** The Permit Holder represents and warrants that he or she is and shall remain in compliance with all applicable federal, provincial and territorial statutes, regulations, bylaws and orders in respect to its entry, access, activities or operations on the Cree Lands.



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**Cree Nation Government**  
**Gouvernement de la Nation Crie**

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Whapmagoostui ᐅᐅᐅᐅᐅᐅᐅᐅᐅ  
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Mistissini ᐅᐅᐅᐅᐅᐅ  
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**8.** This permit shall be conditional upon the Permit Holder abiding by all conditions and restrictions imposed by the Eeyou Marine Region Wildlife Board (EMRWB), the Eeyou Marine Region Impact Review Board (EMRIRB) and the Eeyou Marine Region Planning Commission (EMRPC), as applicable, with regard to the proposed activities of the Permit Holder outlined in section 2.

**9.** In the event that the location of the activities of the Permit Holder are situated in the Joint Inuit/Cree Zone of the Eeyou Marine Region, this permit shall not constitute consent by the Makivik Corporation; the Permit Holder is solely responsible to obtain a separate permit for entry and access from Makivik Corporation.

**10.** The Cree Nation Government may revoke this permit and retain all of its recourses and claim for breach of any term and condition to this permit should the Permit Holder fail to abide by the terms contained hereing or fail to correct such breach upon notification, or such longer period as the Cree Nation Government deems reasonably necessary, following the delivery by the Cree Nation Government of a notice containing reasonable details of the breach and the required means for remediation or correction of such breach.

**11.** This permit shall come into effect upon the signing of the acknowledgment below by the Permit Holder and shall remain valid for the location, dates and activities indicated in section 2.

**SIGNED BY:**

**Isaac Voyageur**  
**Director Environment**  
**CREE NATION GOVERNMENT**

Date: July 28. 2022

**PERMIT HOLDER:**

I, the undersigned, Enric Sala, [Full name] acknowledge having read the conditions contained herein and undertake to abide by the terms and conditions of this Permit for Entry and Access – Cree Lands delivered by the Cree Nation Government for the entire duration of my stay on Cree Lands. I further acknowledge that I do so at my own risk and release the Cree Nation Government from any liability with regard to any losses, damages or injuries which I may suffer while on Cree Lands.

Signature: \_\_\_\_\_

Name [in print]: Enric Sala July 29, 2022

## Acceptance of Risk and Release of Liability ("Release")

### **WARNING: THIS RELEASE WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES. READ CAREFULLY.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I Enric Sala, the undersigned, Enric Sala [Full Name] hereby agree with and represent to the Cree Nation Government, its officers, directors, employees, volunteers, agents, successors and assigns (collectively, the "Released Parties") as follows:

I acknowledge and accept that before I may enter and access the Lands (defined below), I must first read, understand, agree to, sign and return this release as instructed.

### **1. Disclosure of Risks**

I, the undersigned, Enric Sala [Full Name] hereby understand that there are numerous risks, dangers and hazards involved with entry and access to the islands and lands located in the Eeyou Marine Region that are owned solely by the Crees of Eeyou Istchee as well as the islands that are jointly owned by the Crees of Eeyou Istchee with Makivik Corporation on behalf of the Nunavik Inuit within the Joint Inuit/Cree Zone of the Eeyou Marine Region pursuant to the *Eeyou Marine Region Land Claims Agreement* (the "**Lands**").

I understand, acknowledge and **ACCEPT THAT THE RISKS, DANGERS AND HAZARDS PRESENT ON THE LANDS INCLUDE BUT ARE NOT LIMITED TO:**

- Polar bears and other wildlife;
- Hunters and trappers may be using firearms, traps and other dangerous devices;
- Dangerous or toxic plants and vegetation, and non-potable or contaminated water;
- Extreme and quickly changing temperatures, other weather conditions, fog and wind;
- Trees, tree stumps, forest deadfall, and rocks, some of which could be hidden under snow or otherwise difficult to identify;
- Holes and depressions on or beneath the surface of the snow or ice;
- Icy or otherwise difficult terrain, thin ice on frozen rivers or creeks or in the James Bay or the Hudson Bay;
- Cold water, waves, currents, undertows, tides, including fast rising tides that may result in suddenly being cut off from other islands or the mainland for a long duration;
- Lack of physical infrastructure, supplies, first aid or life saving equipment, or emergency services;
- Lack of means of communication, lack of electricity and lack of cellular or Internet reception;
- Unexploded ordnances or ammunition, many of which are hidden underground or otherwise invisible; and

- Any other risks, dangers, or hazards associated with travel to extreme remote wilderness locations, including those that may arise from foreseeable or unforeseeable human error and negligence.

I understand, acknowledge and accept that these risks, dangers, and hazards could lead to any of the following consequences:

- Physical or psychological discomfort;
- Hypothermia;
- Slips or falls on ice or otherwise;
- Drowning;
- Illness and/or death;
- Physical injuries, including those caused by animals, which may be severe and may have significant permanent consequences;
- The explosion of unexploded ordnances and ammunition;
- Lack of assistance or timely assistance in case of injury, illness, or emergency; and
- Other consequence associated with travel to extreme remote locations, including those that may arise from foreseeable or unforeseeable human error and negligence.

## 2. Assumption of Risks

I, the undersigned, Enric Sala [Full Name] hereby declare that in travelling to the Lands, **I ACCEPT AND AGREE TO SUBJECT MYSELF TO ALL OF THE RISKS, DANGERS, AND HAZARDS LISTED ABOVE, AS WELL AS THE POTENTIAL CONSEQUENCES RESULTING THEREFROM. I CONFIRM THAT I HAVE CONSIDERED AND EVALUATED THE NATURE, SCOPE, AND EXTENT OF THESE RISKS AND VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL SUCH RISKS. I UNDERSTAND THAT SHOULD ANY OF THESE RISKS, DANGERS, OR HAZARDS MATERIALIZE AND RESULT IN ANY OF THE CONSEQUENCES LISTED ABOVE, I AM SOLELY RESPONSIBLE.**

I understand and accept that in granting my authorization, the Released Parties are simply allowing me to enter and access the Lands. I acknowledge and agree that the Released Parties have not made any warranties, guarantees or representations about the equipment or supplies necessary to survive on the Lands, the state or condition of the Lands, my safety while entering and accessing the Lands, or the results resulting therefrom. I understand that the Released Parties are NOT AGREEING TO PROVIDE ANY SAFETY OR OTHER EQUIPMENT, ASSISTANCE IN THE CASE OF EMERGENCY, OR ANY OTHER MEASURE TOWARDS ENSURING MY SAFETY OR WELL-BEING WHILE ON THE LANDS. I understand that, at all times when I am present on the Lands, I shall bear sole responsibility for ensuring my personal safety, including, without limitation, with regard to wildlife, weather conditions and any evacuation which may be rendered necessary for any reason.

I ACKNOWLEDGE THAT I AM FULLY RESPONSIBLE, INCLUDING FOR ALL COSTS RELATED THERETO, FOR ANY SEARCH AND RESCUE OPERATION IN RELATION TO MY ENTRY AND

ACCESS TO THE LANDS. I declare that I have independently made all the requisite arrangements to arrange for any search and rescue operation that may be required. I further acknowledge that the Released Parties have no responsibility whatsoever with regard to organizing a search and rescue operation should such search and rescue operation become necessary with regard to my entry and access to the Lands. I declare that I understand the risks, dangers, and hazards listed above, as well as the consequences that could ensue therefrom. I understand that if I have any questions about the risks, dangers, and hazards or the consequences above, IT IS MY RESPONSIBILITY TO ASK THE CREE NATION GOVERNMENT TO PROVIDE ME WITH MORE INFORMATION OR TO ANSWER ANY QUESTIONS THAT I MAY HAVE IN THIS REGARD PRIOR TO SIGNING THIS RELEASE OF LIABILITY.

I further understand that the terms and conditions that may be included with the permission to the Lands that may be delivered pursuant to the present application must be respected at all times.

### **3. Release of Liability**

I, the undersigned, Enric Sala [Full Name] hereby agree to fully and forever release, discharge, indemnify and save the Released Parties harmless from any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, demands, liability, damages, and any other right of action (whether known or unknown, whatsoever, both in law and in equity, including but not limited to claims based on negligence, liability for physical injury, death and/or property damage) that I and/or my administrators, executors, heirs, successors and/or permitted assigns now have or may have in the future against the Released Parties as arising from, in whole or in part, directly or indirectly, my entry and access to the Lands (including without limitation all liability due to any injuries, damages, or losses to any person, including death, or property of any kind), or my breach of any term of this Release (including without limitation any breach of the warranties, representations or agreements I have made in this Release). I accept that in no event shall the Released Parties be liable for loss of savings or earnings, mental distress, inconvenience, or indirect, special, consequential, incidental, punitive or exemplary losses, damages or expenses, arising in connection with my entry and access to the Lands.

I agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of loss, damage or injury sustained by me or others in connection with the Lands. I accept that the limitations, exclusions and disclaimers set out herein shall apply irrespective of the nature of the cause of action or claim, including, but not limited to, breach of contract, tort (including negligence) or any other legal theory.

### **4. Additional Terms**

This Release operates to the benefit of the Released Parties, as well as their respective heirs, administrators, successors and assigns. If any provision of this Release is found to

be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not render the balance of this document illegal, invalid or unenforceable. This Release shall be **governed by and construed solely in accordance with the laws of Nunavut** and the federal laws of Canada applicable therein, without regard to conflict of law principles that would require the application of the laws of another jurisdiction. The Applicant and the Released parties irrevocably submit any dispute arising from the content of this Release to the **exclusive jurisdiction of the courts of the Province of Quebec.**

Name of Applicant (printed in bold): Enric Sala

  
\_\_\_\_\_

6-10-22

Signature of Applicant

Date

**Please check the appropriate boxes and initial that you have read the following questions:**

	Yes	No	Initials
1. Do you read and understand English?	X		ES
2. Have you reached the legal age of majority where you ordinarily reside?	X		ES
3. Entering and Accessing the Islands involves significant risks. Do you understand these risks?	X		ES
4. Are you willing to assume these risks?	X		ES
5. Do you accept that this Release will be governed and construed in accordance with the laws of Nunavut, and that any dispute resulting therefrom will be subject to the exclusive jurisdiction of the courts of Quebec?	X		ES
6. Do you declare that you have read this Release, fully understand its content, and voluntarily agree to its terms?	X		ES

Name of Adult Witness (printed): Jenny Miller

  
\_\_\_\_\_

6-10-22

Signature of Adult Witness

Date

