

# Voluntary Surrender of Guardianship Agreement by Parent(s)

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*The Child and Family Services Act* — subsection 16(1)

IN THE MATTER OF: \_\_\_\_\_ ("the child")  
(Full Name)

born at \_\_\_\_ a.m./p.m. the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

\_\_\_\_\_ ("the agency")

-and-

\_\_\_\_\_ ("the parent or parents")

of \_\_\_\_\_ in \_\_\_\_\_

WHEREAS in accordance with *The Child and Family Services Act* the parent(s) of the above-named child has/have indicated their wish to surrender the child to the agency and at least forty-eight hours have expired since the time of birth of the child.

THIS AGREEMENT WITNESSES:

1. The parent(s) hereby surrender(s) guardianship of the child to the agency.
2. The agency hereby accepts the permanent guardianship of the child.
3. The parent(s) acknowledge(s) that:

(a) subject to clauses (d) and (e) all \_\_\_\_\_ rights and obligations with respect to the child are hereby terminated;

(b) \_\_\_\_\_ fully understand(s) the effect of this voluntary surrender including the fact that the agency shall now have the right to place the child for adoption immediately following the signing of this agreement;

(c) \_\_\_\_\_ has/have been advised of \_\_\_\_\_ right to independent legal advice prior to the signing of this agreement;

(d) \_\_\_\_\_ has/have been informed that \_\_\_\_\_ may, by notice in writing to the director or to the agency, withdraw the voluntary surrender of guardianship within twenty-one days after the date of this agreement but not thereafter, and, if \_\_\_\_\_ does/do so withdraw, the child will be returned to \_\_\_\_\_ unless there are reasonable and probable grounds to believe that the child is in need of protection;

(e) \_\_\_\_\_ has/have been informed that if more than one year has expired since the signing of this agreement and the child has not been placed for adoption, \_\_\_\_\_ may, in a form and manner acceptable to the director, apply to withdraw the voluntary surrender of guardianship and if the mandating authority approves the application, this agreement is terminated;

(f) \_\_\_\_\_ has/have been informed that the birth father must be notified of a proposed adoption of the child, unless the birth father also signs a voluntary surrender of guardianship or a court dispenses with the notice to the birth father;

(g) \_\_\_\_\_ has/have been informed of the availability of openness agreements in *The Adoption Act* and acknowledge(s) that openness agreements can only be made with the consent of the adoptive parents of the child;

(h) \_\_\_\_\_ shall not be given notice of an application for an Order of Adoption;

(i) \_\_\_\_\_ has/have been informed that if the child is adopted, the following applies, as set out in Part 4 of *The Adoption Act*. Note: refer to the definitions at the end of this clause.

i) When the child turns 18, the child may apply to the director responsible for administering *The Adoption Act* for a copy of his or her pre-adoption birth registration or information from his or her pre-adoption non-Manitoba birth registration. The child may obtain identifying information about the parent or parents named on his or her pre-adoption birth registration.

ii) When the child turns 18, the parents named on the pre-adoption birth registration may apply to the director responsible for administering *The Adoption Act* for a copy of the child's pre-adoption birth registration and substituted registration of birth.

iii) Each parent may file a contact preference on the post-adoption registry to indicate what contact, if any, they want to have with the child when he or she turns 18.

iv) A contact preference may include

(A) a description of preferences regarding contact,

(B) an explanation for the preferences regarding contact,

(C) a brief summary of any available information about their medical or social history or that of their families, and

(D) any other relevant non-identifying information.

v) A contact preference may be cancelled at any time by notifying the post-adoption registry in a form and manner acceptable to the director responsible for administering *The Adoption Act*.

vi) A birth parent may register on the post-adoption registry to request a search to locate the adoptee when he or she turns 18.

vii) The sharing of identifying information or personal contact will not occur except in accordance with *The Adoption Act*.

Note the following definitions from The Adoption Act are used in this clause:

"adoptee" means a person who was adopted;

"contact preference" means a document filed on the post-adoption registry under section 113.1, or on a registry in another jurisdiction, which describes the contact, if any, that a person wishes to have with another person respecting an adoption;

"identifying information" means information in a record which reveals the identity of a person or which sets out the circumstances surrounding an adoption;

"non-identifying information" means information in a record about a birth parent, an adoptive parent or an adoptee which does not reveal the person's identity but which reveals non-identifying characteristics such as year of birth, ethnic origin, physical description, education level, religion and health history;

"pre-adoption birth registration" means the pre-adoption registration of birth document of a person who is subsequently adopted and any related pre-adoption and birth registration documents, that are maintained by

- (a) the Director of Vital Statistics under clause 10(3)(a) of The Vital Statistics Act, or
- (b) a person responsible for the registration of births in another jurisdiction;

"substituted registration of birth" means the registration of birth document that under clause 10(5)(b) of The Vital Statistics Act replaces a pre-adoption birth registration.

Signed at \_\_\_\_\_, in Manitoba at \_\_\_\_\_ a.m./p.m.,

on \_\_\_\_\_, \_\_\_\_\_.  
(day of the week) (month/day/year)

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent

Accepted at \_\_\_\_\_, in Manitoba at \_\_\_\_\_ a.m./p.m.,

on \_\_\_\_\_, \_\_\_\_\_.  
(day of the week) (month/day/year)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director/Regional Director

\_\_\_\_\_  
Agency

FORM CFS-13

AFFIDAVIT OF EXECUTION FOR A VOLUNTARY SURRENDER OF GUARDIANSHIP

The Child and Family Services Act

IN THE MATTER OF: \_\_\_\_\_ (Full Name)

a child, born \_\_\_\_\_ (month/day/year)

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Manitoba, make oath and say/solemnly affirm that:

- 1. I am employed by \_\_\_\_\_, an agency in Manitoba as defined in The Child and Family Services Act, and have personal knowledge of the following facts.
2. I know \_\_\_\_\_ the \_\_\_\_\_ (s) of the \_\_\_\_\_ (child)
3. Prior to accepting the surrender of guardianship I explained fully to the \_\_\_\_\_ (s) the effect of the agreement and advised \_\_\_\_\_ of \_\_\_\_\_ right to independent legal advice, in compliance with subsection 16(13) of The Child and Family Services Act.
4. The \_\_\_\_\_ (s) of \_\_\_\_\_ own free will and volition decided to surrender the child and signed the Voluntary Surrender of Guardianship Agreement in my presence on \_\_\_\_\_ (day of the week), \_\_\_\_\_ (month/day/year)
5. The \_\_\_\_\_ (s) stated to me that \_\_\_\_\_ fully understood the effect of the Voluntary Surrender of Guardianship Agreement.

SWORN (AFFIRMED) before me )
at \_\_\_\_\_, )
)
in \_\_\_\_\_, )
)
on \_\_\_\_\_ (month/day/year) )

Signature of Witness

A Commissioner for Oaths in and for The Province of Manitoba My Commission expires \_\_\_\_\_

Copy 1 - agency for court
Copy 2 - agency
Copy 3 - parents
Copy 4 - Director of Child and Family Services
Copy 5 - mandating authority
All five copies must be signed and witnessed