



TO: **McMASTER UNIVERSITY** (the "University")

Name of Participant	Last Name:		First Name:	
Address	Street:			
	City:	Province:	Country:	Postal Code:
Phone Number:		Email:		
Birth Date: (mm/dd/yy)		Student ID Number (if applicable):		Employee ID Number (if applicable):
Emergency Contact	Last Name:		First Name:	
	Relationship:		Phone Number:	
Faculty:		Department:		
Activities:				
Location of Activities (City and Country):		Name of organization where Activities are taking place ("Organization"):		

The University places the health and safety of our students at the forefront and therefore, due to the current Coronavirus (Covid-19) pandemic, the University is neither insisting nor recommending that students commence nor continue with placements and/or work at organizations still accepting students. Therefore, the University is only allowing students to commence or continue placements and/or work if they have demonstrated an informed understanding and acceptance of the risks involved.

Assumption of Risk:

I am aware that by participating in the Activities noted above, I will be exposed to many inherent risks and dangers ("Risks") that may result in, among other things, mild or severe illness, physical injury, partial or total disability, death and/or property loss or damage. These Risks include, but are not limited to, risks and dangers arising from:

- TERRAIN & PHYSICAL ENVIRONMENT** whether visible or not, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, injury or loss arising from falls on steep, slippery or uneven terrain, from falling trees or other objects, from obstructions and from other participants in the Activities.
- EQUIPMENT, MACHINERY OR OTHER DEVICES** including, without limitation, any equipment deployed in respect of my Activities or by others, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury arising from the use, misuse, malfunction or breakdown of any equipment, machinery or similar device that may be deployed or used.
- TRAVEL** including, without limitation, travel to and from any locales scheduled to be visited or not by any means whatsoever including without limitation public or private bus, motor vehicle, boat, aircraft, helicopter or similar craft and injury or accident from being the operator of a vehicle and loading/unloading equipment or supplies from vehicles and any manner of injury or loss of any nature whatsoever arising therefrom.
- WEATHER** and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury resulting from exposure to weather conditions, including but not limited to cold, heat, sunlight, snow, ice, wind, hail, rain, sleet, fog, mist or similar condition.
- CORONAVIRUS (COVID-19)** and/or a resurgence of the virus leading to COVID-19 or any mutation thereof, which can cause illness, injury and/or death.
- NON-HUMAN LIFE** of any nature whatsoever, including, without limitation, any animal, insect, fish, bird, fungus, vegetation, bacteria or virus and any injury or loss of any nature whatsoever occurring therefrom.
- OTHER HAZARDS** including, without limitation, hypothermia, allergens, noxious gases, electrocution, shock, drowning, chemicals (including, without limitation, herbicides, pesticides, acid and caustic bases), radioactive materials, radiation, x-rays or theft of property and any manner of injury whatsoever arising therefrom.

Acknowledgement:

- I am solely responsible to select and purchase medical/health insurance adequate for the Activities and having regard to the Risks and that no medical/health insurance will be provided by the University. In the event of a medical/health problem I acknowledge and agree that the University accepts no responsibility for any costs associated with a



medical/health problem not covered by my own personal plans nor will it pay for any medical/health expenses that may be incurred by me.

2. I will follow and abide by any and all risk assessments, health and safety regulations and instructions that the Organization has put into place prior to and while taking part in the Activities.
3. I will follow and abide by any and all risk assessments, health and safety regulations, guidelines and instructions that may be in place in the Location where the Activities take place, including any regulations, guidelines, and instructions intended to reduce the risk of contracting or transmitting viral infections such as Covid-19. These may include remote work, social distancing or stay-at-home requirements.
4. I agree to follow all rules, guidelines, health and safety regulations, laws and any other considerations to be adhered to and acknowledge that failure to comply could result in my being removed from the Activities and sent or otherwise required to return home.
5. I am not relying upon any oral or written representations or statements made by the University other than set forth in this Assumption of Risk and Acknowledgment.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In consideration of the University allowing me to participate in the Activities, I agree, on behalf of myself and all of my heirs, next of kin, executors, administrators and legal representatives:

1. **SUBJECT TO THE TERMS OF THIS AGREEMENT, TO ASSUME AND ACCEPT ALL RISKS** of any nature whatsoever arising out of, associated with or related to my participation in the Activities and with respect to any and all related activities.
2. **NOTWITHSTANDING ANY DUTY THE UNIVERSITY MIGHT HAVE TO ENSURE THE SAFETY OF ITS ACADEMIC PROGRAMS AND RELATED ACTIVITIES UNDER THE COMMON LAW, CONTRACT OR OTHERWISE, TO RELEASE THE UNIVERSITY** from any and all liability of any nature whatsoever including, without limitation, for breach of contract, or for breach of any statutory duty or other duty of care, and for any loss, damage, injury or expense of any nature whatsoever that I may suffer or incur, or that my next of kin may suffer or incur, as a result of my participation in the Activities; provided always, however, that such release shall not apply to any loss, damage, injury or expense that I may suffer or incur as a result of the negligence or willful misconduct of the University. For the purpose of this Release of Liability, Waiver of Claims and Indemnity Agreement, “negligence or willful misconduct” explicitly excludes the University’s decision to allow me to participate in the Activities following my execution of this agreement.
3. **TO:**
 - a. be liable to the University for; and
 - b. indemnify and hold harmless the University, its agents, advisors, volunteers, directors and employees from and against any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any losses, costs, damages and expenses of the University, including costs as between a solicitor and his own client), which may be brought or made against the University or which the University may pay or incur as a result of or in connection with,

my participation in the Activities, where any loss or damage of any nature is caused by my negligence or willful misconduct or any other cause except for the negligence or willful misconduct of the University.

This indemnity shall survive the expiry or earlier termination of this Agreement.

Initials: _____

PRIVACY STATEMENT: The information gathered on this form is collected under the authority of *The McMaster University Act, 1976*. Personal information is gathered, used and disclosed in accordance with the McMaster University privacy policy and applicable legislation, including the *Freedom of Information and Protection of Privacy Act (Ontario)* (“FIPPA”). The information gathered will be used for the purposes of administering University programs, for statistical purposes and for other related purposes. Personal information provided on this form will not be used for any related purpose without prior consent. Please further note that certain data may be stored on an off-site server and potentially in a jurisdiction outside Ontario.

I acknowledge that I have read, understood and agree with this Participant Waiver Agreement; that I appreciate and accept the Risks; that I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and legal representatives may have against the University; and that I have executed this Agreement voluntarily.

SIGNED THIS _____ day of _____, 20____, at _____.

Signature of Participating Employee/Student

Printed Name of Participating Employee/Student



Signature of Parent or Legal Guardian for Minor

Printed Name of Parent or Legal Guardian of Minor

Signature of Witness

Printed Name of Witness

This Agreement must be completed in full (signed, dated, witnessed and initialed where indicated) before the Activities may begin.