

UNIVERSITY OF OTTAWA - MAKERSPACE PARTICIPANTS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement"). BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. **PLEASE READ CAREFULLY!**

INITIALS

The activity concerned, participating in the Makerspace facility including workshops and programs (to be known as the Activity) occurring at the University of Ottawa (Location) during **September 1, 2014 to August 31, 2015** (Dates) IS NOT MANDATORY on the Participant's behalf to obtain course credit or meet other work or educational requirements.

The Participant freely accepts and fully assumes all such risks, dangers, and hazards and the possibility of personal and bodily injury, death, property damage, or loss resulting from such risks, dangers and hazards. The risks, dangers, and hazards may include but are not limited to:

- Exposure to hazardous substances
- Physical or mechanical hazards
- Theft of Personal Items
- Personal safety during all aspects of the activity
- Equipment used (such as 3D printers, Handibots, CNC machines, Silver Bullet)

The Participant acknowledges and further accepts the responsibility of discussing their participation in the Activity with their physician and obtaining adequate insurance that may apply; the Participant is aware that the University of Ottawa does not carry accident or medical or dental insurance on their behalf. By signing this document the Participant:

- Agrees to freely accept such risks, dangers and hazards inherent in undertaking the Activity.
- Understands that no remuneration, compensation, employee benefit, or any other privilege enjoyed by University employees or students are entitled as a result of participating in the Activity.
- Understands that Participants are not covered by the Workplace Safety and Insurance Board for injuries arising as a result of the Activity.
- Agrees that it is the responsibility of the Participant to familiarise themselves with health and safety requirements applicable to the Activity and to discontinue any Activity that is unsafe immediately.
- Agrees to participate in any hazard awareness training that may be offered, commits to meet personal protection requirements, to follow directives provided by Activity leaders, and to respect emergency situation guidelines.
- Agrees to follow University procedures, and to report any Activity-related incidents witnessed, on or off University property while participating in the Activity.
- Agrees not to undertake any procedure, process, activity that was not discussed or reviewed with the Activity supervisor without first obtaining training, instruction, and/or supervision by the designated competent supervisor.
- Understands and fully accepts that if the Participant chooses to participate in any other activity that is not part of the planned Activity, that they are fully responsible for the consequences of their conduct.
- Understands and fully accepts that if the Participant fails to observe any conditions or rules established during the course of the Activity, that the Participant may be asked to leave.
- Authorizes the University to take photographs and to use these photographs in promotional material.

To be returned to:
Pierre Laflamme
Health, Safety and Risk Manager
Faculty of Engineering
CBY A341

Form revised September 2014

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED AND SIGNED PRIOR TO PARTICIPATING IN THE ACTIVITY.



UNIVERSITY OF OTTAWA - MAKERSPACE PARTICIPANTS

uOttawa

Children under 18 years of age

I CONSENT to the Participant's presence at the Activity and **I ACCEPT AND FULLY ASSUME** all such (health and safety risks), dangers and hazards which may be associated with his or her participation. **I AGREE TO WAIVE ANY AND ALL CLAIMS** that the Participant has or may have in the future have against the University of Ottawa, its respective Board of Governors, officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all instructors, coaches, managers, volunteers, sponsors, officials and officers in any way involved or connected with the Activity (herein after collectively referred to as the Releasees) arising out of the Participant's participation in the Activities and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that the Participant may suffer or that his or her next of kin may suffer during the Participant's participation in the Activity, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE.** Upon the University's request, I AGREE to pick up the Participant should he or she fail to follow the University's rules, instructions or directions. I the undersigned declare that I am the parent or legal guardian of the Participant identified below. I agree to inform the Participant about the guidelines of this program and the University of Ottawa requirements.

I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

Print name of Parent/Legal Guardian (For children under 18 years)

Signature of Parent/Legal Guardian (For children under 18 years)

Print name of Participant

Telephone Number of Parent/Legal Guardian

Persons over 18 years of age

I ACCEPT AND FULLY ASSUME all such (health and safety risks), dangers and hazards which may be associated with his or her participation. **I AGREE TO WAIVE ANY AND ALL CLAIMS** that the Participant has or may have in the future have against the University of Ottawa, its respective Board of Governors, officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all instructors, coaches, managers, volunteers, sponsors, officials and officers in any way involved or connected with the Activity (herein after collectively referred to as the Releasees) arising out of the Participant's participation in the Activities and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that the Participant may suffer or that his or her next of kin may suffer during the Participant's participation in the Activity, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE.** Upon the University's request, I AGREE to leave the Activity should I fail to follow the University's instructions or directions.

I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

Print name of Participant

Signature of Participant

Telephone Number of Participant

Important for all participants

Name of emergency contact outside the university

Emergency Contact's Telephone Number

To be returned to:
Pierre Laflamme
Health, Safety and Risk Manager
Faculty of Engineering
CBY A341

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