

INFORMED CONSENT, WAIVER OF LIABILITY AND INDEMNITY

THIS AGREEMENT MUST BE READ AND SIGNED BY A PARENT OR GUARDIAN OF THE PARTICIPANT IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE. PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS THE PARTICIPANT'S LEGAL RIGHTS.

In consideration for the University permitting me to participate in its Engineering Outreach Program, (the "Program"), I agree as follows:

1. **Acknowledgement of Risks:** I acknowledge and accept that my participation in the Program will entail me engaging in activities, including physical activities, that entail a variety of risks, including, but not limited to, the risk personal injury or accident, as well as property loss or damage. I further acknowledge and accept that weather conditions and/or other circumstances may require modification to, or cancellation of, the Program. Accordingly, I am responsible for ensuring I make alternate arrangements for pick up and/or drop off if the Program is modified or cancelled. I am aware of, freely accept, and fully assume all risks, hazards and conditions associated with my participation in the Program, including unknown and unforeseeable risks.
2. **Zero Tolerance for Violence:** I understand and acknowledge the Program must ensure the safety of all participants and therefore has zero tolerance for violence. Any such misconduct will result in my removal from the Program without refund. Any breach of applicable University of Waterloo Policies may also be grounds for removal from the Program without refund.
3. **Consent to Use of Feedback:** I acknowledge and agree that any questions, comments, contributions, suggestions, ideas, feedback or other information regarding the Program that I provide ("Feedback") are non-confidential. The collection of Feedback is done using a form and Feedback may be shared by the University of Waterloo, on an anonymous basis, with Actua, a third-party organization and national charity for program evaluation.
4. **Privacy Consent:** I consent to the University of Waterloo using my email address, name, and any other personal information that I disclose or that is collected, for the purposes of facilitating my participation in the Program and other administrative and related purposes, including those noted in paragraph 8 below. Any information collected by the University of Waterloo is collected and maintained under the authority of the *University of Waterloo Act, 1972* and in compliance with the *Freedom of Information and Protection of Privacy Act* (R.S.O. 1990. C.31). Questions regarding collection, use, disclosure, and access to personal information associated with the Program can be directed to engoutreach@uwaterloo.ca.
5. **Disclaimer:** I, on behalf of my heirs, successors, executors, administrators, assigns, and any other representatives (collectively the "Releasers") agree that the University of Waterloo, as well as its governors, officers, employees, representatives, students, volunteers, successors, affiliates and/or assigns (collectively the "Releasees") shall not be responsible for any harm, loss, expense, or injury suffered by me, whether reasonably foreseeable or not, including property loss or personal injury, that is in any way related to my participation in the Program
6. **Release:** I, on behalf of myself and the other Releasers, hereby release and forever discharge the Releasees from any and all suits, actions, causes of action, claims, losses, expenses, or demands of whatever kind and however arising, whether reasonably foreseeable or not, including those arising due to negligence or breach of statutory duties on the part of the Releasees, which I and/or the Releasers now have or may have at any time hereafter, in any way related to my participation in the Program.
7. **Indemnity:** I, on behalf of myself and the other Releasers, agree to indemnify and hold harmless the Releasees from and against all suits, actions, causes of action, claims, losses, expenses (including reasonable legal expenses), or demands of whatever kind and however arising, which may be made or brought against the Releasees, or which the Releasees may suffer or incur, as a result of or in any way arising out of my participation in the Program.
8. **Publicity Consent:** I understand and agree that the University of Waterloo shall have the right to take photographic, sound or film recordings ("Multimedia Recordings") of the Participant's

participation in the Program, and agree that the University of Waterloo may use any such Multimedia Recordings for administrative, educational and promotional purposes. I hereby waive and irrevocably assign to University of Waterloo any rights I may have to such Multimedia Recordings, including any moral or other rights.

IF PARTICIPANT IS UNDER 18 YEARS OF AGE

As parent/guardian with legal responsibility for _____ (the "Participant"), I acknowledge having read and understood the implications of this Agreement, and I sign this Agreement for and on behalf of the Participant, and for and on my own behalf, intending to bind the Participant, myself, and the heirs, successors, executors, administrators, assigns and any other representatives of both of us.

Name of Parent/Guardian:

Date

Witness:

Date