

**INFORMED CONSENT, WAIVER OF LIABILITY AND INDEMNITY**

**THIS AGREEMENT** is made by and between:

**UNIVERSITY OF WATERLOO**

(the "University")

- and -

[ \_\_\_\_\_ ]

(the "Participant")

**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 the Faculty of Health's Cooking Club Program (the "Program") on the University's premises, I agree as follows:

1. **Program Details:** The Program will generally entail me preparing and eating meals in a kitchen operated by the Centre for Community, Clinical and Applied Research Excellence (CCCARE), a group within the University, at the Toby Jenkins Applied Health Research Building at 340 Hagey Blvd., Waterloo ON.
2. **Rules and Procedures:** At all times, I will follow all rules, policies, and procedures of the University, including those communicated to me by Program supervisors and/or leaders, and I will conduct myself in a safe, reasonable manner. Without limiting the generality of the foregoing, I specifically agree, at all times, to:
  - a. wear all required protective equipment, including oven mitts and aprons;
  - b. report any unsafe equipment or facilities to Program supervisors and/or leaders;
  - c. ensure, prior to any Program sessions, that I have no allergies or other intolerances to the food that will be prepared and eaten;
  - d. follow safety and food handling procedures as instructed by Program supervisors and/or leaders; and
  - e. immediately report any injuries I experience (including adverse reactions to food), or observe others experiencing, to Program supervisors and/or leaders (including any individuals present with first aid certification(s)).
3. **Acknowledgement of Risks:** I acknowledge and accept that my participation in the Program includes a variety of risks, including the risk of injury by kitchen equipment or appliances and adverse medical reactions to food or food products. I am aware, freely accept, and fully assume all risks, hazards and conditions associated with the Program. I further acknowledge that safety precautions taken by the University do not guarantee my health or safety.
4. **Emergency Contact:** I agree that in the event of any health emergency or other similar situation, the University may contact the following emergency medical contact:

Name:

Relation to Participant:

Telephone:

Email:

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, including death, suffered by me or any other person, whether reasonably foreseeable or not, and whether caused by the negligence of the Releasees or not, 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, in any way related to my participation in the Program, whether known or unknown, whether reasonably foreseeable or not and whether caused by the negligence of the Releasees or not, which I and/or the Releasers now have or may have at any time hereafter.
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.

By signing below, I am indicating that I have read, understood and agree to the terms of this Informed Consent, Waiver of Liability and Indemnity Agreement. I further acknowledge that I have been provided with a reasonable opportunity to obtain legal advice related to this Agreement.

\_\_\_\_\_  
Name of Participant:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Date

**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