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## Industry Tour | Informed Consent and Waiver

*Release of liability, waiver of claims, assumption of risks and indemnity agreement.*

*By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.*

Name of participant:		Student number:	
Email address:			

Name of trip: (referred to as "this Trip" throughout this agreement)	Ottawa Industry Tour	Location(s): (referred to as "this Location" throughout this agreement)	Ottawa ON
Dates:	February 22 – 24, 2023		

The University of Toronto's Engineering Career Centre (ECC) is providing this opportunity to pursue co-op and/or career options. Students are expected to conduct themselves in a professional manner. They are ambassadors of the University, and expected to abide by the University code of conduct both on- and off-campus.

Please consult with your physician regarding any pre-existing conditions you may have that may affect your participation in this Trip.

### ASSUMPTION OF RISK

Participation in the activity(s) of Ottawa Industry Tour carries with it certain inherent risks, dangers, hazards and liabilities to all participants. I am aware that, while participating in the activity(s), I may be exposed to any manner of expense and other losses, delay or inconvenience, property damage, harm, injury, death, illness, and this Trip's cancellation or curtailment resulting from such risks, including but not limited to:

#### General

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, water damage or other type of damage or loss during transport;
- Use, misuse, non-use and failure of any equipment including the bus;
- Travel by motor vehicle or bus, traffic accidents, poor road conditions, or any other risk encountered before, during or after activity(s);
- Any manner of loss related to the possibility of being left without transportation if I do not show up at the bus at the specified times and locations
- Loss, harm, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my participation in this Activity. Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

#### I understand:

- That if I am not present at the bus as scheduled during any portion of this Trip, including but not limited to the journey from Toronto to Ottawa and back, the bus may leave without me with no further notice or attempt to contact me. I will then be responsible for my own transportation to the destination.
- That the ECC (Engineering Career Centre) is not responsible for any reduction in activity(s) that I can participate in due to my missing the bus, or any other action or inaction on my part.
- That consumption of alcohol on the bus is not permitted. Any alcohol may be confiscated.
- That in the event of a medical emergency where I am incapable of making my own decisions about my treatment, ECC staff may choose to do so; even if I am incapable of consenting I will be responsible for any costs incurred in my treatment.
- That if in the exclusive judgment of ECC staff I am disrupting this Trip and/or an activity(s) and/or hampering its smooth operation, ECC staff have the right to remove me from this Trip and/or an activity(s) and I forfeit any claim to recompense.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

## PHOTOGRAPHY AND VIDEO RELEASE

There will be photography and/or video captured by University of Toronto staff and/or their representatives during this Trip. By participating in this Trip you consent to grant the University of Toronto the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of the images taken in connection with this event for the purpose of promoting, publicizing or explaining the University or its activities. Images and video may be published in uses including PR/promotional materials, marketing presentations, advertisements, fund-raising materials and any other University-related presentation or publication without further recourse to you.

*If you wish to be excluded from this consent, please speak directly with the onsite organizer when an activity being photographed and/or filmed begins. For activities where there is no onsite organizer, please approach the photographer and inform them that you do not consent to being photographed and/or filmed.*

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in Ottawa Industry Tour, I agree as follows:

1. To waive any and all claims that I have or may have in the future against the University of Toronto and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
2. To release the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the activity(s) of this Trip 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 Occupier's Liability Act, RSA 2000 c. 0-4 as amended on the part of the Releasees;
3. To hold harmless and indemnify the Releasees from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the activity(s) of this Trip; and
4. That if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.
5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to the activity(s) of this Trip and this Waiver and the parties hereby attorn to the jurisdiction of Ontario courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

I confirm that I am 18 years of age or older, that I have read and understand this agreement and that I am aware that by signing this agreement I am waiving certain legal rights, including the right to sue, which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Signed\*

This day of (date)	
Signature of participant	

Please email your signed Waiver to [Mike Figueiredo \(mike.figueiredo@utoronto.ca\)](mailto:mike.figueiredo@utoronto.ca) at the ECC – thank you.