

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:			
Research Activities:					
Laboratory	Biosafety Level 1: <input type="checkbox"/>	Biosafety Level 2: <input type="checkbox"/>	Biosafety Level 3: <input type="checkbox"/>	Other: <input type="checkbox"/> Specify:	
Lab Dates	Start Date:		End Date:		

Assumption of Risk:

I am aware that by participating in the Research 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:

- 1. INFECTION AND EXPOSURE TO DANGEROUS AGENTS** being used by myself or others in the laboratories in the course of research, testing or other activities, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury arising from the use or misuse of any dangerous agent.
- 2. EQUIPMENT, MACHINERY OR OTHER DEVICES** including, without limitation, any equipment deployed in respect of my Research Activities or by others in the laboratories or otherwise, 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.

I agree with the foregoing and freely accept and fully assume all Risks and acknowledge the possibility of, and agree to be solely responsible for personal injury, death, disability, property damage or loss resulting from the Risks except where such arises as a result of the negligence or willful misconduct of the University.

Initials: _____

Acknowledgement:

- I have reviewed all the applicable policies and procedures with respect to participating in activities in the University's laboratories including, but not limited to, the following:
 - a. Risk Management Manual Policy #603 "Medical Monitoring of Personnel Working with Biological Agents" (November 2008), as may be amended from time to time; and
 - b. Risk Management Manual Policy #1000 "Reporting & Investigating Injury/Incident/Occupational Disease Program" (September 2008), as may be amended from time to time.

This Participant Waiver Agreement is to be kept by the Department/School only. There is no need to send to EOHSS.



2. If I am undertaking activities in a Biosafety Level 3 Laboratory, I have reviewed all the applicable policies and procedures including, but not limited to, the following:
 - a. PHAC-approved BSL3 “Standard Operating Procedures”.
3. I will follow and abide by any and all risk assessments, health and safety regulations and instructions, including the above-noted if applicable, received prior to taking part in the Research Activities.
4. I have been advised of and offered the opportunity to participate in the University’s voluntary Medical Monitoring Program.
5. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the University other than set forth in this Agreement.
6. In entering into this Agreement, I have had the opportunity to obtain independent legal advice, and speak with a Union Representative (as applicable).
7. 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.

I agree with and freely accept the responsibility for the foregoing.

Initials: _____

Release of Liability, Waiver of Claims and Indemnity Agreement:

In consideration of the University allowing me access to the laboratories I agree:

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 of the laboratories and with respect to any and all related activities.
2. **TO RELEASE THE UNIVERSITY** from any and all liability of any nature whatsoever including, without limitation, breach of contract, or 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 of the laboratories; provided always however 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.
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:
 - i. my participation in the Research 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;
 - ii. my participation in any activities at the laboratories 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: _____

Protection of Privacy – The personal information requested on this form is collected under the authority of *The McMaster University Act, 1976* and is protected under the Ontario *Freedom of Information and Privacy Protection Act*. The personal information collected will be used for the purposes of implementing this Assumption of Risk & Indemnity Agreement. Please direct any questions to the person listed below:

Name:

Position Title:

Office Mailing Address:

Telephone No.

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I Acknowledge that I have read, understood and agree with this Assumption of Risk & Indemnity 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; that I have had the opportunity to seek independent legal advice and speak with a Union Representative (as applicable); 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 Research Activities or any other activities in the laboratories may begin.

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