**Release of Liability, Waiver of Claims and Indemnity Agreement:**

I am aware that by participating in the OttawaBioSci group (OBS) activities, 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 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 and PIPETTING robots DEVICES** including, without limitation, any equipment deployed in respect of my 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.
3. The signer of this waiver warrants that they bear full responsibility for use of all laboratory equipment such as the Opentrons OT-2 and will hold blameless MIT and all members of the How To Grow Almost Anything course and network for any injury or damage that may occur from the use of this equipment or protocols followed as part of the course or subsequent group experiments.

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| **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 OBS.** | **Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Acknowledgement**:

1. I have reviewed all the applicable policies and procedures with respect to participating in activities in the laboratories including, but not limited to, the following: **Canadian Biosafety Standard, Third Edition**
2. 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 group activities.
3. In entering into this Agreement, I am not relying upon any oral or written representations or statements made other than set forth in this Agreement.
4. 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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** OBS 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 OBS.
3. **TO**:
4. be liable to the OBS for; and
5. indemnify and hold harmless the OBS , its agents, advisers, 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 OBS, including costs as between a solicitor and his own client) which may be brought or made against the OBS or which the OBS may pay or incur as a result of or in connection with:
6. my participation in the 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 OBS;
7. 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 OBS.

**This indemnity shall survive the expiry or earlier termination of this Agreement. Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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 OBS; that I have had the opportunity to seek independent legal advice and that I have executed this Agreement voluntarily.

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| **SIGNED THIS** (date) | |
| Signature of Participation person | Printed Name of Participating person |
| **This Agreement must be completed in full (signed, dated, and initialed where indicated) before any activities begin** | |