

## UNIVERSITY OF WATERLOO

### ASSUMPTION OF RISK, WAIVER AND INDEMNITY FOR USERS OF QNFCF

#### PLEASE READ CAREFULLY:

\_\_\_\_\_ (“USER”), including all of its officers, partners, shareholders, agents, employees, servant, consultants, representatives, volunteers, contractors or agents (“PERSONNEL”) is a user of QNFCF (formerly Quantum Nanofab) and has entered into a Quantum Nanofab Agreement for use of QNFCF (the “FACILITY”). The property of the University of Waterloo (the “CAMPUS”) includes the FACILITY.

#### 1. ACKNOWLEDGMENT OF INHERENT RISK

USER and PERSONNEL (“WE”) fully understand and acknowledge that there is a global COVID-19 pandemic and as such, Canadian public health authorities have strongly recommended that everyone (especially individuals at high risk or in contact with individuals at high risk) avoid visiting certain businesses and workplaces and participating in activities with a large number of people. Those authorities also strongly advocate that everyone take additional precautions including:

- (a) staying at home if sick;
- (b) engaging in physical distancing at all times of at least two metres or six feet;
- (c) avoiding all physical contact with other individuals;
- (d) washing hands with soap and water thoroughly and often;
- (e) not touching the face with unwashed hands;
- (f) wearing masks and other required personal protective equipment (PPE); and
- (g) regularly cleaning frequently touched surfaces.

WE also understand that by using the FACILITY or attending on CAMPUS (the “ACTIVITIES”), **WE are exposing ourselves, by the very nature of the activity, circumstances and environment, to particular, heightened and inherent risks, dangers and hazards.** These risks, dangers and hazards, include, but are not limited to, exposure to or contracting the COVID-19 virus, any Covid-related or other virus, or other infections or infectious diseases, illness, physical injury and other health related conditions, up to and including death as well as loss of income and medical expenses (collectively, the “RISKS”).

WE undertake and agree to always act prudently and responsibly, including taking all the above noted precautions and any further precautions as directed by the University of Waterloo – all in order to avoid the RISKS and ensure the health, well-being and safety of others and ourselves.

## **2. VOLUNTARY ASSUMPTION OF RISKS**

Having acknowledged and agreed to the above, WE still wish to attend at the FACILITY and/or CAMPUS and participate in the ACTIVITIES. WE also understand and accept the possibility that the FACILITY or CAMPUS may, at any time, not be properly or fully cleaned, sterilized or otherwise maintained. In doing so, WE voluntarily and freely accept and fully assume the RISKS associated with our attendance at the FACILITY or CAMPUS and with our participation in the ACTIVITIES.

## **3. WAIVER**

In consideration of being granted permission to attend at the FACILITY and/or CAMPUS and to participate in the ACTIVITIES, WE covenant, for ourselves and any other party who may claim on any of our behalves, to the full extent permitted by law, not to make any complaints or demands against, and not to commence or participate in any legal proceedings against the University of Waterloo or its directors, officers, partners, shareholders, agents, employees, consultants, representatives, volunteers, successors and assigns (the "REPRESENTATIVES") arising from or in any way related to our attendance at the FACILITY or CAMPUS or our participation in the ACTIVITIES.

We also, for ourselves and our respective heirs, executors, administrators, successors and assigns, waive any right against, fully release, and forever discharge the University of Waterloo and its REPRESENTATIVES, to the full extent permitted by law, from or relating to any and all losses, liabilities, damages, costs and expenses (including medical costs and expenses), demands, legal actions and claims, whether direct or indirect, or any related recourse whatsoever that any us have or may have in the future in any way arising from, or in any way related to the RISKS, our attendance at the FACILITY or CAMPUS or our participation in the ACTIVITIES.

## **4. INDEMNITY AND HOLD HARMLESS**

Also in consideration of being granted permission to attend at the FACILITY or CAMPUS and to participate in the ACTIVITIES as well as other valid consideration, WE agree to fully indemnify, hold harmless and defend the University of Waterloo and its REPRESENTATIVES from and against any and all claims brought against the University of Waterloo or its REPRESENTATIVES, which the University of Waterloo or its REPRESENTATIVES may receive, sustain, suffer, incur, or be liable for, arising from, or in any way related to, any of our actions or omissions including, but not limited to our attendance at the FACILITY or CAMPUS or our participation in the ACTIVITIES. We also agree and undertake not to make any claim or take any proceedings against any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise from the University of Waterloo or its REPRESENTATIVES.

## **5. SEVERABILITY**

The provisions of this Assumption of Risk, Waiver and Indemnity will be deemed severable and if any provision or portion of this Assumption of Risk, Waiver and Indemnity is held invalid, illegal or unenforceable for any reason, the remainder will not be invalidated, but will remain in full force and effect.

## 6. ELECTRONIC TRANSMISSION

This Assumption of Risk, Waiver and Indemnity may be delivered by email or other form of electronic submission, which shall be deemed to be an original.

### Acknowledgements:

- WE are aware of the nature and effect of this Assumption of Risk, Waiver and Indemnity and WE fully understand all of the terms and conditions above.
- WE understand that WE are giving up substantial rights by signing this Assumption of Risk, Waiver and Indemnity. Nevertheless, the undersigned is are signing it freely and voluntarily without inducement or duress.
- USER confirms, represents and warrants that it undertakes to and shall review this Assumption of Risk, Waiver and Indemnity with all PERSONNEL who attend at the FACILITY or CAMPUS and/or participate in the ACTIVITIES and obtain the acknowledgement of such PERSONNEL, before each attendance:
  - that they accept and will abide by its terms; and
  - they are not ill or experiencing any potential Covid-19 symptoms, including without limitation new or worsening cough, shortness of breath or difficulty breathing, temperature equal to or over 38C (100.4F), feeling feverish, chills, fatigue or weakness, muscle or body aches, new loss of smell or taste, headache, gastrointestinal symptoms (abdominal pain, diarrhea, vomiting), or feeling very unwell.
  - that they will take the campus screening test immediately before each attendance:

<https://uwaterloo.ca/coronavirus/return-campus/workplace-health-and-safety-guidance/health-protocols>

**USER's Name:** \_\_\_\_\_

**USER's Signature:** \_\_\_\_\_

**If USER is a Corporation:**

**Position:** \_\_\_\_\_ I have authority to bind the Corporation

**Date (D/M/Y):** \_\_\_\_ / \_\_\_\_ / \_\_\_\_