**“Waiver of Claims” and “Release of Liability” Form**

**NOTE:** *Please read carefully before signing; activity waivers have held up in Canadian courts. Consider that you are assuming both physical and legal risks which have potential financial implications for yourself and/or your family should you be injured while at Thunder Bay Regional Research Institute.*

The Thunder Bay Regional Health Research Institute (TBRHRI) promotes, conducts, permits or otherwise engages in international student programs, visiting scientist programs, career development programs, research projects, collaborations, and other similar or related arrangements. Given the diverse nature and various locations at which such Programs may be undertaken, individuals must acknowledge that participation in such Programs may expose them to various risks of damage to property, or physical injury, sickness or death.

**THEREFOR, IN CONSIDERATION OF THE ABOVE,**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(please print name), hereby release TBRHRI, its agents, volunteers and employees (the “Indemnified Party”) from all liabilities, claims, demands, actions and causes of action of any nature whatsoever arising from, or related to, any damage of any nature whatsoever, including but not limited to: damage, loss, theft, or destruction of property or any injury, including death, that I may sustain, to whatever extent. However this indemnification excludes any such claims, actions, proceedings, suits, claims, demands, losses, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are otherwise attributable to the unlawful conduct, negligence, willful acts or omissions of the Indemnified Party in connection with the activities contemplated by this Agreement.

I further state and affirm that I am in proper physical condition and health to participate in such activities. I also state and affirm that I am aware and agree that this release shall be binding upon my heirs, estate trustee, successors and assigns.

I have read and understood this Agreement prior to signing it, and am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, executors, administrators, successors and assigns may otherwise have or have had against TBRHRI. I do further acknowledge that it has been recommended to me that I seek independent legal advice prior to executing this Agreement and I declare that I have either received such advice or have declined to seek such advice. I further declare that I have attained the age of 18 years.

Signed: The \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names & telephone number of two people to contact in case of an emergency:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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