uOttawa

CODE OF CONDUCT, WAIVER AND ASSUMPTION OF RISKS

Cadaver Workshop

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement").

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

In order to ensure Participants are aware of the risks and hazards of this activity, information is provided on environmental, and health and safety concerns. The activity concerned, **Cadaver Workshop** (to be known as the Activity), occurring at the:

____(Site) on _____(Date) IS <u>NOT</u>

MANDATORY on the Participant's behalf.

Use of cadaveric material is a significant privilege; it is important that cadavers be treated with the greatest respect at all times. It is the responsibility of the Participant to observe and adhere to the **Code of Conduct**:

Code of Conduct and Photography of Anatomical Specimens:

The Body Donation Program receives body donations to be used for educational and scientific purposes. The photography of cadavers for educational or scientific purposes falls within our mandate and within the consent given by our donors.

As custodians of the remains bequeathed to our program we have a responsibility to ensure that the dignity and the anonymity of our donors is maintained.

All interested parties must comply with the following regulations:

- 1. Prior to any commencement of photography, this contract must be signed stating that all parties will abide by the regulations set forth in this document.
- 2. Before commencing any project involving photography, a written proposal outlining the scope and audience of the project and a detailed list of the type and number of photographs required must be submitted to the University of Ottawa staff representative.
- 3. Once approved, all photography needs to be made in such a way that the donor remains anonymous. No identifying features are to be depicted.
- 4. Copies of all images need to be submitted by email to the Division of Clinical and Functional Anatomy, University of Ottawa prior to submission to the publisher (anatomy@uottawa.ca).
- 5. All photographs need to be approved by the Head of the Division of Clinical and Functional Anatomy, University of Ottawa before publication or submission for publication.

Your signature on the following page states that you agree to the above terms and conditions.

The Participant freely accepts and fully assumes all such risks, dangers, and hazards and the possibility of personal and bodily injury, death, property damage, or loss resulting from such risks, dangers and hazards. The Participant and the trainees involved in the activity will be supervised at all times by a competent designated supervisor. The risks, dangers, and hazards may include but are not limited to:

- Sharp Instruments
- Power Equipment
- Exposure to disease

- Exposure to hazardous chemicals
- Contact with cadaveric specimens for which there may not be a medical history

By signing this document, the Participant:

- Agrees to freely accept such risks, dangers and hazards inherent in undertaking the Activity.
- Understands that Participants are not covered by the Workplace Safety and Insurance Board for injuries arising as a result of the Activity.
- No additional compensation, benefit or any other privilege enjoyed by University of Ottawa employees is entitled
 as a result in participating in the Activity.
- Agrees that it is the responsibility of the Participant to familiarise themselves with health and safety requirements applicable to the Activity.
- Agrees to participate in training, to meet personal protection requirements, to follow directives provided by Activity supervisors, and to respect emergency situation guidelines.
- Agrees to follow Activity procedures, and respect the Code of Conduct at all times while participating in the Activity.
- Understands and fully accepts that if the Participant chooses to participate in any other activity that is not part of the planned Activity, that they are fully responsible for the consequences of their conduct.

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Understands and fully accepts that if the Participant fails to observe any conditions or rules established during the
course of the Activity or if the continuation of the Activity is deemed to be unadvisable in the discretion of the
Activity supervisor, then the Participant may be asked to leave.

Persons over 18 years of age

I ACCEPT AND FULLY ASSUME all such (health and safety) risks, dangers and hazards which may be associated with my participation.

I AGREÉ TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the University of Ottawa, its respective Board of Governors, officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all instructors, coaches, managers, volunteers, sponsors, officials and officers in any way involved or connected with the Activity (herein after collectively referred to as the Releasees) arising out of my participation in the Activities and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in the Activity, 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 OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE.

Upon the University's request, I AGREE to leave the Activity should I fail to follow the University's instructions, Code of Conduct or directions or if there is any health and safety infraction. I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

Important: Each Participant Must Complete: Name Name of other emergency contact Signature of Participant Telephone number Telephone at home/cellular phone Name of Organizers/Company and Representative Representative Signature Date **ACTIVITY SUPERVISOR** I HAVE INFORMED THE Participant on the matters set out in this waiver. I agree to assume full responsibility for supervising the Participant during the Activity. I agree to notify the University of Ottawa staff of any incident, conduct, and any other matter relating to the Participant's conduct during the I have ensured the Participant has received the required health and safety training before the start of the Activity. Name / Signature (Activity Supervisor) Date Name / Signature (University of Ottawa Representative) Date