

## WAIVER AND RELEASE

1. I, the undersigned, recognize, acknowledge and am fully aware of the risks and hazards inherent in my attendance at the testing facility located at \_\_\_\_\_ (the "**Premises**") purpose of: (a) writing, submitting, attending, or performing any course work or activities, including the writing of examinations, directly or indirectly related to the courses offered by IFSE Institute ("**IFSE**"); or (b) proctoring, invigilating, marking, reviewing or any other services in relation thereto, directly or indirectly related to the courses offered by IFSE (collectively, the "**Purposes**").
2. I voluntarily, knowingly and freely assume all risks associated with entering and attending the Premises, including, but not limited to, my own actions or inactions, the actions and inactions of others, injuries, illnesses, infections, contact with others and any defects of the Premises.
3. Further, I represent and warrant that:
  - (a) I am currently not experiencing COVID-19 symptoms nor have I had any COVID-19 symptoms in the last fourteen (14) days.
  - (b) I have not travelled outside of Canada or in an area under a travel health advisory in the last fourteen (14) days.
  - (c) I have not provided care or had close contact with: (i) any person with COVID-19; (ii) any person reasonably suspected of having COVID-19; (iii) any person who has travelled outside of Canada in the last fourteen (14) days; or (iv) with any person who travelled in an area under a travel health advisory in the last fourteen (14) days.
  - (d) I have not been advised by the Government of Canada, my doctor, or any provincial ministry of health, either directly or indirectly by way of online communication, website, or announcement, to self-isolate due to possible exposure to COVID-19.
  - (e) I am fully aware of the risks and hazards with respect to COVID-19 inherent in my entry and attendance at the Premises.
  - (f) I freely and voluntarily agree to assume the risk with respect to COVID-19, including risk of infection, death, bodily injury or property damage, regardless of severity, that I may sustain as a result of my entry or attendance at the Premises, however arising, including, but not limited to, the active or passive negligence of IFSE.
4. I agree to indemnify IFSE, its subsidiaries, affiliated organizations, employees, contractors, directors, officers, agents, representatives, successors and assigns (collectively, the "**Releasees**") from and all third party claims, howsoever arising, for any loss, liability, injury, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligence or intentional acts or omissions while attending the Premises.
5. I indemnify and hold harmless the Releasees from any loss, liability, injury, damage or cost I may incur while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.
6. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury, infection or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability, indemnity or under any other theory of liability whatsoever, arising out of or connected with my entry or attendance at the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
7. I understand and acknowledge that any dispute, controversy or claim arising out of or relating to this Waiver and Release, including any question regarding its existence, interpretation, validity, breach or termination shall be referred to and finally resolved by arbitration under the Canadian Arbitration Association Arbitration Rules. The place of the arbitration shall be Toronto, Ontario.
8. I expressly agree that this Waiver and Release is intended to be as broad and inclusive, and that the invalidity or unenforceability of any term of this Waiver and Release does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
9. I understand and acknowledge that this Waiver and Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws.
10. I fully understand and agree to this Waiver and Release, voluntarily execute it and would not otherwise be permitted to enter or attend the Premises for the Purposes if I did not.

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

Name: \_\_\_\_\_

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