

**PROFESSIONAL ENGINEERS ONTARIO****Licensing and Registration**

**Applicant's Name [first, last]:** \_\_\_\_\_

**Application Number:** \_\_\_\_\_

**WAIVER AND RELEASE FOR PEO TECHNICAL EXAMINATIONS RE COVID-19**

**WHEREAS** the novel coronavirus (“**COVID-19**”), has been declared a worldwide pandemic by the World Health Organization;

**AND WHEREAS COVID-19 is extremely contagious**, may in some instances have serious health consequences and is believed to spread mainly from person-to-person contact, as a result of which the Government of Canada, the Province of Ontario and local municipal governments and health authorities continue to recommend physical distancing and have discouraged and/or prohibited the assembly of larger groups of people;

**AND WHEREAS** I have applied to be licensed by the Association of Professional Engineers of Ontario (Professional Engineers Ontario, or “**PEO**”) and as part of the licensing process have been assigned one or more technical examinations (“**Examinations**”);

**AND WHEREAS**, in furtherance of my application for licensure, I am currently scheduled to write one or more Examinations on \_\_\_\_\_ [specify date or dates] at one or more examination venues that PEO has contracted with for this purpose, specifically \_\_\_\_\_ [list venues, e.g. PEO, Toronto] (“**Venue(s)**”) and in so doing will be in the company of other individuals who may or may not have themselves been exposed to COVID-19,

**NOW THEREFORE I HEREBY UNDERTAKE AND AGREE AS FOLLOWS**

1. I acknowledge the highly contagious nature of COVID-19, as described above.
2. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by writing one or more Examinations at the Venue(s).
3. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and death, whether to myself or to others with whom I might come in contact after being exposed or infected.
4. I accept that the risk of becoming exposed to or infected by COVID-19 while attending at the Venue(s) for the purpose writing one or more Examinations may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, PEO employees, PEO contractors, PEO volunteers, PEO invigilators, Venue employees, Venue contractors, and other applicants.
5. In consideration for being permitted to write one or more Examinations I voluntarily agree to assume all of the foregoing risks and I accept sole responsibility for any injury to myself, including, but not limited to, personal injury, disability, and death, as well as illness, damage, loss, claim, liability, or expense, of any kind, that I or any other individual I myself expose to COVID-19 may experience or

incur in connection with my attendance at the Venue(s) for the purpose of writing one or more technical examinations.

6. I hereby forever release, discharge, and hold harmless PEO and the Venue(s), as well as their respective owners (members), directors (Councillors), employees, agents, contractors, volunteers and representatives, of and from any Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to risks associated with COVID-19, as herein described.
7. I understand and agree that this Waiver and Release includes any Claims based on the actions, omissions, or negligence of PEO and of the Venue(s), as well as their respective owners (members), directors (Councillors), employees, agents, contractors, volunteers and representatives, whether a COVID-19 infection occurs before, during, or after participation in Examinations, as previously described.
8. I agree that by entering the Venue(s), I also consent to provide accurate contact tracing information, to submit to a temperature check and to other non-invasive COVID-19 screening as required by PEO, and I acknowledge that I may be denied entry or removed from the premises, at PEO's sole discretion, if I am deemed to be at risk of transmitting COVID-19, if I exhibit symptoms, or if I fail to cooperate with screening and contact-tracing measures.
9. **I understand that this Waiver and Release is a binding and irrevocable legal document which will potentially have a significant and highly prejudicial impact on my legal rights and with that understanding I have either obtained legal advice from a lawyer before signing it or hereby waive my right to obtain such legal advice.**

All of which I fully and unequivocally understand, accept and agree to,

|                                 |                       |      |
|---------------------------------|-----------------------|------|
| Applicant's Name (please print) | Applicant's Signature | Date |
| Witness' Name (please print)    | Witness' Signature    | Date |

**\*PLEASE RETAIN A COPY OF THIS WAIVER AND RELEASE FOR YOUR RECORDS\***