**CONCORDIA FACULTY CONSENT, WAIVER AND INDEMNITY**

**TO: The Board of Governors of Grant MacEwan University (the “University”)**

**NAME OF COURSE:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONSENT**

I acknowledge that as part of the above mentioned Café Course I may be called upon to undergo assessment and examination on my knowledge of the subject matter of such Café Course and on my ability to perform certain of the tasks for which I am being trained. I authorize the University to release and disclose to the above mentioned Concordia any and all information and opinions concerning me that may come into the knowledge of the said University, or which my instructors may come to, during or in relation to such Café Course including (but not limited to) the following:

1. the results of such assessments and examinations and the grades, if any, assigned to me;
2. the results of any appeals or other actions taken by me in relation to such assessments, examinations or grades;
3. any expulsions, reprimands, warnings or other disciplinary action taken against me;
4. my record of attendance; and
5. any opinions which my instructors may arrive at in relation to such Café Course including:
	* 1. my ability to perform certain tasks;
		2. my level of skill in performing certain tasks;
		3. the advisability of repeating the Café Course or of taking advanced Café Courses at more advanced levels; and
		4. The advisability of taking remedial Café Courses.

I further acknowledge that this consent is irrevocable and that I may not withdraw or revoke it later.

**WAIVER & RELEASE**

In consideration of being allowed to participate in the Café Course, and regardless of the nature or severity of any loss, claim, damage, injury or expense that I or my next of kin may incur, suffer or be made subject to in connection with or in any way arising out of, or that are a result of the Café Course or my participation in the Café Course, and regardless of how they arise or what or who causes them, I will not sue or otherwise make a claim against the University or (unless the University allows me to) against any of the University’s board members, officers, instructors, employees, Concordia Faculty, contractors, volunteers or agents (collectively with the University the "Protected Persons") for any such loss, damage, injury or expense. I hereby waive any rights I may be entitled to at law against any Protected Person in respect of any such loss, damage, injury or expense, and I hereby unconditionally release the Protected Persons from any such claims and from any liability or causes of action whatsoever regardless of who is at fault. **NOTWITHSTANDING THE FOREGOING** (except for claims that the University or its Protected Persons have been in any manner negligent, whether by omission or commission, in the direct or indirect provision of instruction or instructional materials to me) the foregoing waiver and release shall **NOT** apply to relieve a Protected Person from liability for his own negligence.

**INDEMNITY**

I agree to indemnify and save harmless the University from and against any and all loss, damage, expense or liability suffered or incurred by the University or its Protected Persons for which I am responsible or which results from any act or omission on my part.

**I recognize that I should read this document before signing it. I agree to be bound by the terms of this document whether I have read it or not.**

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_

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Signature of Concordia Faculty Witness