

## AECL EACL

## **WORKPLACE SAFETY AND INSURANCE WAIVER & RELEASE**

WHEREAS AECL requires, and the Contractor ("Contractor") agrees to provide services under contract.

NOW THIS AGREEMENT WITNESSES that in consideration of the contract for services, the Contractor agrees to the following terms and conditions:

- The Contractor agrees to provide the services as an independent contractor and shall not be deemed to be an employee of Atomic Energy of Canada Limited ("AECL") for any purpose.
- 2. The Contractor acknowledges and agrees that all services are provided to AECL as an independent contractor. Contractor further acknowledges that as an independent contractor there is no employment relationship of any kind with AECL or that the Contractor is in any way entitled to employment benefits of any kind whatsoever from AECL including but not limited to any statutory programs and coverages, whether under employment standard statutes, workers' compensation plans, unemployment insurance schemes, health plan contributions or otherwise.

The Contractor acknowledges that he or she as the case may be has elected not to apply or obtain benefits under the Workplace Safety and Insurance Act of Ontario ("Act") and, as a result waives any right to claim any entitlement to benefits under the Act.

In consideration of the terms and conditions for the provision of services to AECL, the Contractor hereby releases AECL, its directors, officers, employees and agents from all manners of actions, causes of action, claims or demands which the Contractor had against AECL, now or hereafter may have including without limiting the generality of the foregoing any claims arising out of any injury or accident while working as an independent Contractor under contract to AECL.

The Contractor understands that by the terms of this Release, he or she cannot take any legal action against AECL, its directors, officers, employees or agents for any injury arising from an accident occurring on AECL property or arising in connection with its Contract with AECL.

Contractor acknowledges that he or she has read and understands the terms and conditions contained in this Release, and that the AECL has provided a reasonable opportunity for Contractor to obtain independent legal advice prior to executing this Release.

Contractor Name (Print)

Contractor Name (Signature)

Date

Witness (Print)

Witness (Signature)

Date