

Waiver and Release of Liability

In consideration of being permitted to participate in the Professional Geoscientists Ontario (PGO) Mentoring Program, I acknowledge and agree to the following terms:

1. **Voluntary Participation:** I understand that my participation in the PGO Mentoring Program is entirely voluntary and not a requirement of registration. I acknowledge that any participation is at my own discretion and risk.
2. **No Guarantees or Professional Liability:** I acknowledge that PGO provides this Mentoring Program as a professional development resource. PGO does not guarantee specific outcomes, career advancement, or professional success as a result of participation. I understand that mentors are not acting as agents or employees of PGO and are not licensed by PGO as advisors, employers, employees, or legal representatives.
3. **Release of Liability:** I hereby release, waive, and forever discharge PGO, its directors, officers, employees, volunteers, agents, and representatives (collectively, "PGO Releasees") from any and all claims, demands, actions, causes of action, liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable legal fees and expenses) of any kind whatsoever, which I may have or suffer or which may hereafter arise against PGO Releasees or any of them, arising out of or in any way relating to my participation in the PGO Mentoring Program.
4. **Scope of Release:** This release includes, but is not limited to, any liability arising from or related to:
 - The use of the virtual Platform/App provided for the Mentoring Program.
 - The algorithm-generated matches provided by the Mentoring Program.
 - The conduct, advice, or statements of other participants in the PGO Mentoring Program.
 - Any interactions or outcomes that result from my participation in the PGO Mentoring Program.
5. **Indemnity for Mentors:** Each mentee, for themselves and their estate trustees, agrees to hold harmless and indemnify their mentor from any and all claims, actions, or liabilities arising from the mentee's reliance on advice, suggestions, or information provided during the mentoring relationship. This indemnity does not extend to actions resulting from the mentor's gross negligence, willful misconduct, or breach of applicable codes of conduct.
6. **Limitations of Liability:** Mentors and PGO are not liable for any professional errors, losses, or adverse outcomes resulting from a participant's reliance on or implementation of mentoring advice. All decisions and outcomes remain the responsibility of the mentee.
7. **Assumption of Risk:** I acknowledge that any mentoring relationship involves inherent risks, including misunderstandings or professional disagreements. I voluntarily assume all risks associated with participating in the Program.

8. **Privacy and Data Protection:** I understand that PGO will collect, use, and disclose my personal information in accordance with the PGO Privacy Policy and in compliance with the **Personal Information Protection and Electronic Documents Act (PIPEDA)**, where applicable. The specific terms of data protection related to the use of the Platform/App are outlined in the MentorEase Privacy Policy.
9. **Binding Effect:** This waiver shall be binding on me and my heirs, legal representatives, successors, and assigns.

By participating, I confirm that I have read, understood, and voluntarily agree to the terms of this waiver and release of liability.