

# 2024 Canadian Obstetrics and Gynecology Program Consent & Release Agreement

## **CONSENT TO BE VIDEO RECORDED, AUDIO RECORDED, PHOTOGRAPHED, RECORDED AND/OR TO HAVE PUBLIC DISCLOSURE OF INFORMATION, AND WAIVER OF CONFIDENTIALITY FOR MEDIA PURPOSES.**

I hereby give my permission and express written consent to **COGRP Canadian Obstetrics and Gynecology Program Inc.** (referred to herein as "COGRP") to digitally video record, videotape, digitally audio record and/or photograph me while I am attending and participating in the **COGRP** program. I further consent to **COGRP** and its agents and assigns exhibiting, showing, re-producing, publishing, displaying, transmitting and other uses of all such video and audio recordings and photographic images in any media whatsoever in Canada or elsewhere, including presentations made for medical, scientific, educational and related marketing purposes.

I further acknowledge, confirm and agree that I shall have no right to inspect or approve any video and audio recordings and/or photograph(s) of me prior to it or their use by **COGRP** or its agents and assigns in any manner and confirm and agree that I will receive no financial compensation arising from such use, including, without limitation, my providing services as a model.

I hereby fully and finally release **COGRP** and its agents and assigns from any and all liability directly or indirectly arising out of the video and audio recordings and photographic images made and/or taken of me including, without limitation, how such recordings and images are used by **COGRP** and its agents and assigns, the final form of such recordings and photographs and the timing, method and basis of it or their publication and distribution.

I acknowledge that **COGRP** and its agents and assigns shall have the right to cancel or convert to a virtual event any event offered or organized by **COGRP** or its agents and assigns for which I may register to attend up to and including the day immediately prior to the scheduled commencement date of such event by email notification to me at the last email address I have electronically delivered to **COGRP** and its agents or assigns. I hereby further release **COGRP** and its agents and assigns from any and all claims relating directly or indirectly to such cancellation that I or my heirs, executors and administrators may have and hereby confirm and agree that **COGRP** and its agents and assigns shall at no time be liable to me or my heirs, executors and administrators for any direct or consequential losses, damages, expenses or costs which I may suffer or incur as a result of a cancellation, including, without limitation, unnecessary travel expenses and loss of income.

## **WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK ACKNOWLEDGEMENT**

In consideration of **COGRP** and its agents or assigns permitting me to participate in any capacity whatsoever in the **COGRP** program (including but not limited to participation as an attendee or speaker), I hereby agree to the following terms:

1. I expressly warrant and represent that by attending the **COGRP** program I am knowingly, freely and irrevocably assuming all risk while participating in and or attending the **COGRP** program, in any manner whatsoever, including exposure to, and possibly contact with, human or non-human cadavers for which no medical history is available, exposure to communicable diseases and contact with or use of medical equipment including tools, power equipment and instruments, regardless of

how, where or when I may incur or sustain any injury, damage or loss, and whether or not resulting from the negligence of **COGRP** and its agents and assigns or otherwise.

2. None of **COGRP** or its directors, officers, employees, agents or physicians (the "Releasees") shall be liable nor held responsible in law by me, or my heirs, executors, assigns and any legal or personal representatives for any physical bodily injury (including without limitation loss of life or limb) and contracting any communicable disease or virus, damage or other loss (including but not limited to economic loss) incurred by me, however sustained or incurred at any time during my participation or attendance at the **COGRP** program, including my travel time to and from the **COGRP** program.
3. I hereby irrevocably release and hold the Releasees harmless in respect of any and all liability for and in respect of my physical injuries (including without limitation, loss of life or limb, and contracting any communicable disease or virus) and/or economic loss derived from my participation and involvement, in any manner, in the **COGRP** program.
4. Once I have agreed to this Participant Consent and Release Agreement, it will constitute a full answer and defence in favour of the Releasees in relation to any claim that I may advance against same for any physical injury (including, without limitation, loss of life or limb, and contracting any communicable disease or virus), damage or loss sustained by me while participating in or attending the **COGRP** program.
5. I understand that it is a condition of my participation in the **COGRP** program that I must agree to the terms of this Participant Consent & Release Agreement and that I am under no requirement or compulsion to participate or attend the **COGRP** program and I am free to decline participation if these terms are not acceptable to me.
6. While attending the **COGRP** program I agree to abide by all rules posted or otherwise provided to me, as well as all applicable federal, provincial and municipal laws and regulations.
7. I agree that regardless of actual causation, I am solely responsible for my safety while participating and attending the **COGRP** program.
8. I understand that this is an exam preparation course and that **COGRP** is not liable for my individual test results and/or failure of any professional exam as a result of participating in this program.
9. I shall not disclose, share, distribute or reproduce any course material or any provided passwords I receive from the **COGRP** to any third party and acknowledge and agree that any breach whatsoever will result in no longer having access to all materials provided.

I have read the foregoing Participant Consent & Release Agreement and confirm and agree that I fully understand its contents. I hereby warrant that I am of legal age and am competent to contract. I hereby provide and deliver both my express and informed consent as stated above and my agreement with the terms as outlined above by checking on the I AGREE box below and confirm that this Participant Consent & Release Agreement when given in this manner shall be forever binding upon me.

**I AGREE** (I have read the foregoing Participant Consent & Release Agreement and confirm and agree that I fully understand its contents.)

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Full Name

The [\*National Standard for Support of Accredited CPD Activities\*](#) (the National Standard) describes the process and requirements for gathering, managing, and disclosing conflicts of interest to participants. The National Standard is applicable to all accredited CPD activities included within the Canadian national/provincial CME/CPD accreditation systems for physicians.

### **Definitions:**

**Conflict of interest:** A conflict of interest is a set of conditions in which judgement or decisions concerning a primary interest (example a patients' welfare, the validity of research and/or quality of medical education) is unduly influenced by a secondary interest (personal or organizational benefit including financial gain, academic or career advancement, or other benefits to family, friends, or colleagues).

**Perceived conflict of interest:** A perceived conflict of interest is the appearance of a conflict of interest as judged by outside observers regardless of whether an actual conflict of interest exists

**Real conflict of interest:** A real conflict of interest is when two or more interests are indisputably in conflict.

### **National Standard Element 3: Conflict of Interest**

This element describes the processes and requirements for gathering, managing and disclosing conflicts of interest to participants.

- 3.1 All members of the SPC, speakers, moderators, facilitators and authors must provide to the CPD provider organization a written description of all relationships with for-profit and not-for-profit organizations over the previous 2 years including (but not necessarily limited to):
  - a) Any direct financial payments including receipt of honoraria;
  - b) Membership on advisory boards or speakers' bureaus;
  - c) Funded grants or clinical trials;
  - d) Patents on a drug, product or device; and
  - e) All other investments or relationships that could be seen by a reasonable, well-informed participant as having the potential to influence the content of the educational activity.
- 3.2 The SPC is responsible to review all disclosed financial relationships of speakers, moderators, facilitators and authors in advance of the CPD activity to determine whether action is required to manage potential or real conflicts of interest. The SPC must also have procedures in place to be followed if a conflict of interest comes to its attention prior to or during the CPD activity.
- 3.3 All members of the SPC, speakers, moderators, facilitators, and authors, must disclose to participants their relationships as described in 3.1
- 3.4 Any individual who fails to disclose their relationships as described in 3.1 and 3.3 cannot participate as a member of the SPC, speaker, moderator, facilitator or author of an accredited CPD activity.

### **Process:**

1. Complete the conflict of interest disclosure form and submit to the CPD provider organization or scientific planning committee, as directed.
2. Disclosures must be made to the audience whether you do or do not have a relationship to disclose.
3. Speakers must disclose conflicts verbally and in writing on a slide at the beginning of a presentation. All other individual's conflicts must be disclosed either in writing on a slide at the beginning of a presentation or be included in the written conference materials
4. Those responsible for developing or delivering content must ensure that the content and/or materials presented provide (where applicable) a balanced view across all relevant options related to the content area.
5. The description of therapeutic options must utilize generic names (or both generic and trade names) and not reflect exclusivity and branding.

Title of CPD activity		Canadian Obstetrics and Gynecology Review Program	
Date of CPD activity		May 24-26, 2024	
What is your role in the CPD activity?	<input type="checkbox"/> Member of the scientific planning committee	<input type="checkbox"/> Moderator	<input type="checkbox"/> Speaker
	<input type="checkbox"/> Author		<input type="checkbox"/> Facilitator
<input type="checkbox"/> Other ( <i>describe</i> ) <a href="#">Click here to enter text.</a>			
<input type="checkbox"/> <b>I do not have a relationship with a for-profit and/or a not-for-profit organization to disclose</b>			
<input type="checkbox"/> <b>I have a relationship with a for-profit and/or a not-for-profit organization to disclose</b> Please indicate the organization(s) with which you have/had a relationship over the previous two years and briefly describe the nature of that relationship.			
<b>Nature of relationship(s)</b>	<b>Name of for-profit or not-for-profit organization(s)</b>	<b>Description of relationship(s)</b>	
Any direct financial payments including receipt of honoraria	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	
Membership on advisory boards or speakers' bureaus	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	
Funded grants or clinical trials	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	
Patents on a drug, product or device	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	
All other investments or relationships that could be seen by a reasonable, well-informed participant as having the potential to influence the content of the educational activity	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	
<b>To be completed by speakers only</b>			
I intend to make therapeutic recommendations for medications that have not received regulatory approval (i.e. "off-label" use of medication). <i>Note: You must declare all off-label use to the audience during your presentation.</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
I acknowledge that the <a href="#">National Standard</a> requires that any description of therapeutic options utilize generic names (or both generic and trade names) and not reflect exclusivity and branding.			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> <b>I Agree</b> By clicking "I agree" you are acknowledging that the above information is accurate and that you understand that this information will be publicly available.			
Name:	<a href="#">Click here to enter text.</a>	Date:	<a href="#">Click here to enter a date.</a>