Carleton College

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Representations:** I wish to voluntarily participate in the Carleton College Externship Program at the following

**Organization:**

**Scheduled for the following Dates:**

2016. I represent that I am in good health and in proper physical condition to safely engage in the Program. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Program. In the event of injury or illness during my participation in the Program, I authorize Carleton and my **Externship Supervisors(s):** to administer and/or secure medical treatment on my behalf, and I agree to accept responsibility for the full expense of such medical care along with other related expenses such as ambulance transportation.

**Assumption of Risk:** I understand and acknowledge the physical and mental rigors associated with the Program and that accidents and injuries commonly happen in the course of activities, often without fault on the part of the participants or the Program Organizers. I understand this list is not exhaustive; common risks include: Travel to and from home and Program location, overnight stay, lab accidents, food poisoning, theft, car accident, plane accident, tripping, slipping, falling, drowning, etc. Such accidents may cause damage to or loss of personal property, physical injury or even death. By electing to participate in the Program, I understand that I am accepting the risk of accidents and injuries that might arise out of my participation. I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Program, or the acts, inaction or negligence of the Released Parties defined below, and I voluntarily assume any and all risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Program.

**Insurance Coverage:** I understand that Carleton does not undertake to provide health, accident, disability, hospitalization, personal property, or other insurance to participants in the Program. I affirm that I have appropriate medical insurance in the event that medical attention is needed for me by reason of my participation in the Program.

**Waiver of Liability:** In consideration of being permitted to participate in the Program, I hereby release, discharge and agree to hold harmless Carleton (including but not limited to the Program Organizers), Carleton’s trustees, officers, faculty members, employees, agents, advisors or any one or more of them, or their executors, administrators, heirs or assigns (the “Released Parties”) from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, on account of injuries to my person or property caused in whole or in part by the active or passive negligence of the Released Parties, arising out of or in connection with my participation. I intend for this release and indemnity agreement to protect the Released Parties from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, of my executors, personal representatives, heirs and assigns, or any other person or entity, on account of injuries to my person or property, including injuries resulting in my death. I also recognize and agree that the Released Parties assume no responsibility for any liability, damage, or injury that I might sustain due to the intentional or negligent acts or omissions of any other person participating in the Program.

**Indemnification and Hold Harmless:** In further consideration of my being permitted to participate in the Program, I, for myself and for my executors, personal representatives, heirs and assigns, hereby assume full responsibility for the risks, foreseen or unforeseen, of property damage, injuries, or death to myself or to others arising out of my participation. I agree to indemnify and hold harmless the Released Parties from all claims, demands, damages, costs, expenses, actions and causes of action, present or future, including but not limited to costs of medical treatment and reasonable attorneys’ fees, that may accrue to any person or entity as a result of any property damage, injuries, or death, caused by me or arising out of my participation in the Program.

**Severability:** I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to bring legal action or assert a claim against Carleton. I acknowledge that by signing below, I am signing the agreement freely and voluntarily and affecting a complete and unconditional release of all liability to the greatest extent allowed by law.

**Printed Name of Participant:** ___________________________  **Age:** ___________________________

**Participant’s Signature:** ___________________________  **Date:** ___________________________

**Parent’s Signature (required for participants under 18):** ___________________________  **Date:** ___________________________