



## Waiver of Liability, Assumption of Risk & Indemnity Agreement\*

Department: \_\_\_\_\_

Class/Activity: \_\_\_\_\_

**Waiver:** In consideration of being permitted to participate in **field trips to and from and at various natural areas**, hereinafter referred to as "The Activity", I, for myself, my heirs, personal representative(s) or assigns, **do hereby covenant not to sue Florida Southern College and do hereby release, waive, and discharge** Florida Southern College, its board, officers, employees, and agents (collectively "Releasees") from liability **for any and all claims** I might have for personal injury, accidents, or illnesses (including death) and property loss arising from my participation in The Activity.

**Assumption of Risks:** I understand that participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid said risks. The specific risks vary from one activity to another, but the risks can range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, finger loss, joint or back injuries, concussions, and other medical emergencies or conditions 3) catastrophic injuries including paralysis and death. I will follow all college regulations regarding personal safety while at the site of The Activity and during transit or while traveling to or from The Activity.

**Insurance Coverage:** I have sufficient health, accident, disability, and hospitalization insurance to cover me during The Activity. I further understand that I am responsible for the costs of such insurance and for any expenses not covered by my insurance, and I recognize that Florida Southern College does not have an obligation to provide me with such insurance. I understand that if I use my personal vehicle for travel to and from The Activity or ride in someone else's personal vehicle, Florida Southern College has no liability for personal injury or property damage which may result from that use or ride. I agree to rely solely on my personal vehicle insurance coverage or coverage provided by the person with whom I chose to ride.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Florida Southern College and Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees which may be brought against Florida Southern College or any of the Releasees as a result of my participation in The Activity.

**Severability:** I further expressly agree that this Waiver and Assumption of Risk Agreement (the "Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion of the Agreement is held to be invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this Agreement, fully **understand its terms, and understand that by signing this Agreement, I am giving up substantial rights, including my right to bring a lawsuit against Florida Southern College or against any of the Releasees.** I acknowledge that I am signing this Agreement freely and voluntarily, and intend **by my signature that this Agreement be a complete and unconditional release of all liability that Florida Southern College might have related to my participation in The Activity,** to the greatest extent allowed by Florida law.

\_\_\_\_\_  
Participant Name (print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Age

**FLORIDA SOUTHERN COLLEGE STUDENT INTERNSHIP INSURANCE  
COVERAGE, PERSONAL CONDUCT, ASSUMPTION OF RISK, WAIVER OF  
LIABILITY, COVENANT NOT TO SUE, INDEMNIFICATION AND HOLD HARMLESS  
AGREEMENT**

In consideration for and as a prerequisite of my participation in a student internship during my admission at FSC, I hereby knowingly and fully enter into this **STUDENT INTERNSHIP INSURANCE COVERAGE, PERSONAL CONDUCT, ASSUMPTION OF RISK, WAIVER OF LIABILITY, COVENANT NOT TO SUE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.**

I, \_\_\_\_\_, am a student at Florida Southern College (FSC) and plan to undertake an internship during \_\_\_ Fall, \_\_\_ Spring, \_\_\_ Summer, 20\_\_, semester at the following location. \_\_\_\_\_ (Agency Name, City, State).

I acknowledge that FSC itself does not control the way in which the internship work experience and the internship site is structured and operates. In granting credit for this internship FSC affirms that, to the best of its judgment, the experience is an appropriate curricular or co-curricular option for students in a liberal arts program of study and worthy of FSC credit but makes no other assurances, representations, expressed or implied, about any travel and living arrangements the student has made.

FSC does not knowingly approve internship opportunities that pose undue risks to their participants. However, any internship or travel carries with it potential hazards which are beyond the control of FSC its agents and employees.

**1. INSURANCE COVERAGE**

I have sufficient health, accident, disability, and hospitalization insurance to cover me during my internship; I further understand that I am responsible for the costs of such

insurance and for the expenses not covered by this insurance, and I recognize that FSC does not have an obligation to provide me with such insurance.

I assume full responsibility for any undisclosed physical or emotional problems that might impair my ability to complete the student internship.

I understand that if I use my personal vehicle for the benefit of or during my student internship FSC, as further stated herein, has no liability for personal injury or property damage which may result from that use. I agree to rely solely on my personal vehicle insurance coverage and on any insurance coverage provided by my internship agency.

I understand that I will not be entitled to unemployment compensation benefits upon completion of my internship.

As stated further herein, I understand that FSC assumes no liability from any personal injury that I may suffer in the course of my student internship and that I have released FSC from any liability, and I agree that it is my responsibility to ascertain whether my student internship agency provides workers compensation coverage for me.

## **2. PERSONAL CONDUCT**

I understand that the responsibilities and circumstances of an off-campus internship may require a standard of professional decorum. Therefore, I indicate my willingness to understand and conform to the professional standards of the internship site. I further understand that it is important to the success of the present internship and continuance of further internships that interns observe standards of conduct that would not compromise FSC in the eyes of individuals and organizations with which it has dealings.

I acknowledge that the Internship Liaison and/or the Career Center personnel has responsibility for setting rules and interpreting conduct for this purpose. I acknowledge that other than the above, FSC, does not have the right to control the daily activities of the student internship. I agree that should the Internship Liaison and/or the Career Center personnel decide that I must be terminated from my internship because of conduct that might bring the program into disrepute, or the internship into jeopardy, that decision will be final and may result in loss of credit.

### **3. ASSUMPTION OF RISK**

I understand that there are certain risks involved in the participation in a student internship. I am aware of a number of potential risks to my personal safety, all of which are beyond FSC's control. These risks include, but are not limited to, travel, the absence of telephones or other means of prompt communication in the community where I may travel, long distances that may separate me from emergency and law enforcement services, sub-standard conditions, exposure to detrimental health conditions, including exposures to illness resulting in death. I acknowledge that it is my responsibility to educate myself of the risks involved with my student internship that I may be exposed to while in service and I acknowledge that these risks exist and **assume responsibility for such risks during my participation in the student internship**. I have made my own investigation of the stated and unstated risks, understand these risks, and assume them knowingly, willingly and voluntarily.

### **4. WAIVER OF LIABILITY AND COVENANT NOT TO SUE**

I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** FSC, its board, officers, administrators, servants, agents, coaches, and/or employees

(hereafter collectively referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action, whatsoever arising out of or related in any way to any loss, damage, sickness, injury, including but not limited to death, that may be sustained by me or to my property belonging to me **WHETHER CAUSED BY ANY NEGLIGENCE, SIMPLE OR GROSS, OF THE RELEASEES**, or otherwise, while participating in all aspects of my student internship activity.

#### **5. INDEMNITY AND HOLDHARMLESS**

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage, or cost, including court costs and attorney's fees that may be incurred due to my participation in the student internship activity, **WHETHER CAUSED BY THE NEGLIGENCE, SIMPLE AND/OR GROSS, OF THE RELEASEES**, or otherwise. This agreement to indemnify and hold harmless includes claims made by me, my parent or others arising out of injury to me and/or others arising from in any way my participation in the student internship.

#### **6. KNOWING AND VOLUNTARY EXECUTION**

It is my intent that this Assumption of Risk, Waiver of Liability and Covenant Not to Sue, Indemnification, and/or Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased, and shall be deemed as a complete assumption of risk, release, waiver of liability, covenant not to sue, indemnification, hold harmless agreement, and covenant not to sue the above-named RELEASEES as set forth herein. I hereby further agree that this Student Internship Insurance Coverage, Personal Conduct, Assumption

of Risk, Waiver of Liability, Covenant Not To Sue, Indemnification, and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

In signing this Student Internship Insurance Coverage, Personal Conduct Assumption of Risk, Waiver of Liability, Covenant Not To Sue, Indemnification and Hold Harmless Agreement, I acknowledge and represent that: I have read this form in its entirety, understand it, and sign it voluntarily as my own free act and deed; no oral representations have been made to me different than what is contained in this document; I am at least eighteen (18) years of age and fully competent; I execute this Student Internship, Insurance Coverage, Personal Conduct, Assumption of Risk, Waiver of Liability, Covenant Not To Sue, Indemnification and Hold Harmless Agreement for full, adequate and complete consideration, fully intending to be bound by the same.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Student ID

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent or Legal Guardian (if student is under 18 years of age)