



## GENERAL RELEASE ("Release")

### READ CAREFULLY BEFORE SIGNING

#### Student Information

Name of Student ("Student"): \_\_\_\_\_

Student's Date of Birth: \_\_\_\_\_

Student's Banner ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

In consideration of the Student being permitted to participate in certain learning experiences that take place at locations other than Medaille's campuses which may include, without limitation, community-based learning, internships, clinical programs, service learning projects, practica, student teaching, volunteer activities, co-operative education programs, experiential learning, study abroad programs, and other off-site programs (collectively, the "Off-Site Learning Programs"), the undersigned, on behalf of the Student, myself and our respective families, representatives, heirs, administrators and assigns (collectively, "I") hereby agree to the following:

**1. General.** I acknowledge and agree that (a) I desire to participate in Off-Site Learning Programs despite any possible dangers or risks in connection with the Off-Site Learning Programs; (b) in granting credit for an Off-Site Learning Program (as applicable), Medaille College ("Medaille") affirms that, to the best of its judgment, the experience is an appropriate curricular option and worthy of Medaille credit; and (c) Medaille makes no other assurances, expressed or implied, about the nature or safety of the Off-Site Learning Programs, including, but not limited to: (i) any travel, parking, or living arrangements; (ii) the facilities or surrounding areas of the Off-Site Learning Programs; or (iii) activities in connection with the Off-Site Learning Programs.

#### **2. Insurance.**

a. *General.* I acknowledge and agree that (i) I am responsible for all insurance costs and for any expenses not covered by insurance; and (ii) that Medaille does not have an obligation to provide me with any insurance. I accept full legal and financial responsibility for my actions in connection with the Off-Site Learning Programs, and understand that I am personally liable for any injury or damage which I may cause during the performance of or in connection with the Off-Site Learning Programs. I hereby **RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE** Medaille, its officers, trustees, employees, and agents from any responsibility or liability for losses, costs, damages, and expenses incurred by me for injuries or illnesses (including death), including medical bills, charges, or similar expenses.

b. *Medical Insurance.* I certify that (i) I am aware of all applicable personal medical needs; (ii) I have consulted with a medical doctor about such personal medical needs; (iii) I have sufficient health, accident, disability and hospitalization insurance to provide adequate coverage for any illnesses from which I may suffer or for any injuries which I may sustain during the Off-Site Learning Programs. I agree to assume full responsibility for any undisclosed physical, mental, or emotional problems that might impair my ability to complete the Off-Site Learning Programs.

c. *Motor Vehicle Insurance.* I acknowledge and agree that if I use my personal motor vehicle for in connection with the Off-Site Learning Programs, Medaille provides no insurance for me to operate such personal motor vehicle and has no liability for injury or property damage which may result from use of such personal motor vehicle.

d. *Employment Status, Unemployment Insurance and Workers' Compensation.* I acknowledge and agree that my participation in the Off-Site Learning Programs does not create an employer/employee relationship between me and Medaille, that my participation in the Off-Site Learning Programs does not make me an employee, agent, or representative of Medaille. As a result and because the Off-Site Learning Programs are for personal gain and/or academic credits, I will not be

entitled to any compensation or benefits, including any unemployment compensation or workers' compensation benefits, during or after the completion of the Off-Site Learning Programs from Medaille, that Medaille assumes no liability for injury that I may suffer in the course of the Off-Site Learning Programs, and that Medaille requires that I be responsible for ascertaining whether the organization hosting the particular Off-Site Learning Program (the "Organization") provides workers' compensation coverage for me. Medaille makes no representations as to whether the Organization will provide me with unemployment insurance or workers' compensation coverage.

**3. Standards of Decorum and Professionalism.** I acknowledge and agree (a) that the responsibilities and circumstances of the Off-Site Learning Programs may require standards of decorum and professionalism which may differ from those required by Medaille, and I agree to conform to such standards as designated by the Organization or as otherwise required by the specific field of study; (b) to follow the Medaille College Internship Policies and Code of Ethics, the Internship Program Guidelines and Policies, the Medaille College Code of Community Responsibility, and any other standards, rules or guidelines imposed by Medaille in connection with the Off-Site Learning Programs; and (c) that it is important to the success of the Off-Site Learning Programs and the continuance of future programs with the Organization to observe professional and ethical standards of conduct that do not compromise Medaille's reputation and that should Medaille decide to terminate the Off-Site Learning Programs because of any conduct of mine that might bring Medaille into disrepute or jeopardize future internships with the Organization, both as determined by Medaille in its sole discretion, the decision to terminate will be final and may result in the loss of Medaille credit.

**4. GENERAL RELEASE.** I HEREBY **RELEASE, DISCHARGE, AND AGREE NOT TO SUE** MEDAILLE, ITS OFFICERS, TRUSTEES, EMPLOYEES AND AGENTS, AND I ACKNOWLEDGE AND AGREE THAT MEDAILLE, ITS OFFICERS, TRUSTEES, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE, FOR ANY AND ALL CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, OR CAUSES OF ACTIONS ARISING FROM, RELATED TO OR IN CONNECTION WITH THE OFF-SITE LEARNING PROGRAMS, AND I HEREBY AGREE TO **INDEMNIFY, DEFEND, AND HOLD HARMLESS** MEDAILLE AND ITS OFFICERS, TRUSTEES, EMPLOYEES, AND AGENTS, FROM ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, OR CAUSES OF ACTION, ARISING FROM, RELATED TO OR IN CONNECTION WITH THE OFF-SITE LEARNING PROGRAMS, INCLUDING CLAIMS AND SUITS ARISING OUT OF ANY OF MY ALLEGED ACTS OR OMISSIONS, AND ANY CLAIM OR SUIT MADE ON MY BEHALF BY MY LEGAL REPRESENTATIVES, HEIRS, OR ASSIGNS.

**5. Documents Required.** I hereby (a) authorize Medaille to release to the Organization a copy of my criminal history background check, proof of immunizations, student transcript, proof of ability to work in the United States, or any other documents so required for the Off-Site Learning Programs or by the Organization in consideration of my participation in the Off-Site Learning Programs; (b) acknowledge that any negative information found in any materials required by the Off-Site Learning Programs or Organization prior to placement or discovered upon further investigation of any statements made in such materials may affect my consideration for participation in the Off-Site Learning Programs or may lead to termination of my participation in the Off-Site Learning Programs; and (c) **RELEASE, DISCHARGE, AND AGREE NOT TO SUE** Medaille, and its officers, trustees, employees and agents for any liability associated with the Off-Site Learning Programs should any negative information be found and my participation in the Off-Site Learning Programs be denied.

**6. Miscellaneous.** I acknowledge and agree that (a) should any provision of this Release be determined to violate or contravene any law, such provision shall be severed or modified to the extent necessary to comply with the applicable law, and such modified provision and the remainder of the provisions of the Release shall continue in full force and effect; (b) this Release will be governed by the laws of the State of New York, without regard to its conflicts of law principles and that any legal action, suit or proceeding at law or in equity arising out of or relating to this Release shall be instituted in the State Courts sitting in the County of Erie, State of New York or the Federal Courts of the Western District of New York, which will have exclusive jurisdiction; and (c) the headings in this Release are for convenience only.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent / Guardian Signature  
(If the Student is under the age of 18 at the time this Release is signed, parent/guardian signature is required.)

\_\_\_\_\_  
Date