

# UNIVERSITY OF INDIANAPOLIS

CENTER FOR SERVICE-LEARNING & COMMUNITY ENGAGEMENT

## ACKNOWLEDGEMENT, ASSUMPTION OF RISK, RELEASE OF CLAIMS, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

The parties to this **Acknowledgement, Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement** (“Agreement”) are \_\_\_\_\_ (“Participant”), \_\_\_\_\_ (Participant’s parents or legal guardian, if Participant is under eighteen (18), all referred to hereafter jointly and severally as “Participant”) and the University of Indianapolis, an Indiana non-profit corporation whose principal place of business is 1400 E. Hanna Avenue, Indianapolis, IN 46227 (“University”).

The University believes that service-learning through the direct experience of community-engaged learning is a valuable dimension of a liberal arts education. University expects Participant to perform the following tasks and functions as part of Participant’s service-learning experience

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively the “Engagement”). This opportunity for Participants to perform service for academic credit is likely to be a unique and memorable highlight of your education. One goal of service-learning is for Participants to acquire a sensitivity to and appreciation of the differences that exist between neighborhoods and our neighbors.

Participant has chosen to participate in the Engagement described above, which Engagement is being coordinated by the following agency: \_\_\_\_\_. [Insert full name/address of agency]. Participant understands that while the instructor and agency personnel will do everything reasonably possible to enrich Participant’s experience and to ensure Participant’s safety, ultimately I must accept responsibility for my own conduct and behavior. Participant shall expect to confront differences for which Participant may be personally unprepared. Participant will consider such differences to be a part of Participant’s learning experience and will avoid judging such differences or criticizing them. Participant understands that one of the primary purposes of this experience is to observe, learn and assist and in so doing to become more sensitive to and more appreciative of differences in others. Participant is aware that this may require Participant to confront and deal with Participant’s own biases and beliefs.

Participant understands that the information, records, and documents provided to he/she or obtained from the agency during the performance of this Engagement is confidential and may not, without prior written consent of the agency, be disclosed to a person not in the agency’s employ. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Participant shall not, under any circumstances, release confidential information

provided to he/she, or on behalf of, the agency that is required to be kept confidential pursuant to Indiana law. Participant agrees that Participant's confidentiality obligations herein shall apply to Participant's conduct throughout the Engagement in addition to Participant's obligations under the University's and the agency's rules, regulations, requirements, and codes of conduct.

In the event of a breach of Participant's obligation, the agency will notify Participant of its concern and will review with Participant the agency's requirements and expectations concerning confidentiality. Agency shall also send written notification of Participant's conduct to Director of the Center for Service-Learning & Community Engagement or Instructor and the Fieldwork Supervisor. Additionally, written notification shall be made by agency to the Director of the Program or Chair of the associated Department. Any subsequent breaches of confidentiality will result in Participant's removal from placement at the agency.

Participant voluntarily enters into this Agreement for the purposes outlined herein and to induce University to consent to Participant's participation in the Engagement. Participant further enters into this Agreement for purposes of assuming all risks associated with the Engagement and to memorialize Participant's agreement to release all claims against and to indemnify, defend, and hold harmless University, its officers, trustees, faculty, agents, employees, students, volunteers, contractors, subcontractors, invitees, guests, heirs, assigns, and the Engagement (collectively the "Released Parties") as further detailed herein.

Participant is a voluntary participant in the Engagement. Participant understands and agrees that any activities associated with the Engagement may be dangerous, may involve travel and activities which occur on the premises owned and operated by third parties other than University, and that neither the Engagement nor University can guarantee the safety of Participant. University makes no warranty, representations or claims whatsoever as to the safety, appropriateness, or suitability of any component of any Engagement with respect to Participant or any third parties. Participant is apprised that Released Parties shall not be subject to claims or suit to be made by or on behalf of Participant or Participant's heirs, representatives or assigns as a consequence of Participant's participation in the Engagement.

Assumption of Risk. Participant expressly understands and agrees that participation in the Engagement presents risks to Participant and to her/his property and person, including but not limited to, property loss, illness, bodily injury, bodily impairment, or death. Participant is responsible for researching and evaluating the risks he/she may face based on the Engagement activity undertaken by Participant and is responsible for his/her actions. Any activities that Participant may take part in, whether as a component of the Engagement or separate from it, will be considered to have been undertaken with Participant's full approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs or other intoxicants (whether legal or illegal), property loss, injury to person or property, or death arising out of traffic accidents, assault, theft, violence, Participant's travel to and from activities in connection with the Engagement, and/or other activities.

**It is the Participant's intention that this assumption of all risks shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant's participation in the Engagement, including but not limited to those risks listed above.**

Participant further recognizes, understands and agrees that the Released Parties assume no responsibility for any liability as regards damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Engagement, or any liability, damage or injury caused by others, including other participants and third parties.

Adherence to Standards. Participant understands and agrees to abide by all University policies, procedures, rules, and regulations and to all other federal, state, and local laws, rules and regulations, including but not limited to all general campus rules and regulations. Participant shall not engage in inappropriate conduct, including but not limited to the use of physical force, violence, or verbal abuse, abuse of the customs or mores of the community, or violation of any state, federal, or local law or regulation.

Release of Claims. In consideration of being accepted into and/or participating in the Engagement, Participant agrees for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, to release and discharge the Released Parties of and from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties or others. Participant further releases and discharges the Released Parties from liability for any accident, illness, injury, impairment, death, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Participant's participation in the Engagement. The Participant acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Engagement, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other participants and the Released Parties. Participant intends that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that Participant, Participant's heirs or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which the participant has assumed risks and/or released and/or waived claims.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless the Released Parties from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Engagement, travel to and from the Engagement and any and all related activities, on or off of University's campus. **This Indemnification and Hold Harmless Agreement is intended to be all-encompassing.**

Physical Condition and Insurance. Participant attests that he/she is physically and mentally capable of participating in the Engagement and has no known health restrictions that might jeopardize his/her safety or health or the safety or health of others during their participation in the Engagement. Participant agrees to be solely responsible for payment in full of all costs of medical care he/she may receive.

Activities Outside the Engagement. Should Participant choose to remain at the Engagement location or elsewhere on University premises either before or after participation in the Engagement, then this Agreement shall remain in full force and effect.

Consent to Photograph/Video and Use. By signing below, I hereby grant permission to the University of Indianapolis, its employees, agents and assigns to take and use photographs, digital images, record, publish, or distribute publication, and/or video/interview of me for use in the University's advertising and promotional materials. These materials include, but are not limited to, printed or electronic publications, web sites, online publications, presentations, social media, and other electronic communications. I authorize the use of these images of me and/or my minor child(ren) and expressly agree that no royalty, fee, or other compensation shall become payable to me by reason of such use. All negatives, prints, digital reproductions shall be and remain the exclusive property of the University of Indianapolis. I release the University of Indianapolis from any expectation of confidentiality for myself and my minor child(ren) and attest that I am the parent or legal guardian of said minor child(ren), and that I have the authority to execute this grant of permission and release. I further release the University of Indianapolis, its employees, agents and assigns from liability for any claims made by me or any third party in connection with my participation or the participation of my minor child(ren).

Engagement Modification and Cancellation. The Released Parties reserve the right to cancel or modify the Engagement before or during its operation for any reason, including emergencies, inclement weather, force majeure, low enrollment, or unavailability of facilities or personnel.

Termination of Participation. Participant shall not engage in inappropriate conduct as set forth herein, and shall at all times abide by all applicable rules and regulations, including the rules, regulations and requirements of the agency. Participant understands that, in their sole discretion, the Released Parties or their representative(s) may terminate Participant's participation in the Engagement at any time, including during the Engagement. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Engagement, violation of law, rules, or regulations, or health or safety considerations.

Severability. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana. The venue for any action arising out of this Agreement shall be a court of competent jurisdiction in the County of Marion, State of Indiana. The parties agree to submit to jurisdiction in Marion County, Indiana.

Construction and Scope of Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant understands that Participant is a guest serving and learning at an agency and at all times, Participant represents the University. Participant will respect the confidentiality of the clients whom Participant encounters and the agency at which Participant serves.

**Participant acknowledges, warrants, and covenants that he/she has read this Acknowledgement, Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by it.**

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Participant Name Printed

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Custodial Parent/Legal Guardian Name Printed

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Participant Signature

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Custodial Parent/Legal Guardian Signature  
*(if Participant under the age of 18)*