

## ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

### Service Learning Experiences

This Assumption of Risk and Release from Liability (“Agreement”) pertains to an opportunity offered by Indiana University East (“IU East”), on behalf of the Trustees of Indiana University (“IU”), to participate in a service-learning activity being offered as part of \_\_\_\_\_ [name of class] class, to be held at \_\_\_\_\_ [location] from \_\_\_\_\_ [date] to \_\_\_\_\_ [date] (“Experience”).

I, \_\_\_\_\_, wish to participate in the service learning experience. In consideration of the services to be rendered in organizing the Experience and in consideration of my participation in the Experience, I hereby agree to the following:

1. I understand activities for the Experience may include, but are not limited to, the following: physical activities; physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); consumption of food and/or beverage; and the following additional activities:

[Fill in as appropriate. Examples:

2. I understand that certain risks are inherent in participation in the Experience. These risks may include, but are not limited to, such things as incidents related to the above mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable; and the following additional risks:

[Fill in as appropriate. Examples: drowning (if water activity involved), rope burn (from bungee cord or rock climbing equipment), etc.]

3. I understand that any owners, employees, officers or agents of any organization, enterprise or vendor of which I take part or participate during the Experience, the other participants of the Experience (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents or employees of IU and that dangers may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that IU is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. **I understand that my participation in this Experience is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved in the Experience. I agree to assume the risks of my participation in the Experience, including the risk of catastrophic injury or death.**
5. I understand and agree that IU does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that IU strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to this Experience.

6. I fully understand that all IU policies and regulations, including those embodied in the Code of Student Rights, Responsibilities and Conduct, are in effect and apply to my behavior for the entire duration of the Experience. I understand that any violations of these policies and regulations may result in sanctions up to and including, in appropriate circumstances, referral to the Indiana University Police Department and/or the Office of the Dean of Students for disciplinary action.
  
7. **I hereby release and fully discharge The Trustees of Indiana University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me, including all liability for damage to personal property, personal injury or loss which may result from my participation in the Experience, whether caused by negligence or otherwise, to the fullest extent permitted by law.**
  
8. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Experience that purports to establish the venue for any litigation arising from this Experience, I agree that I will file no action against IU or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Experience, in any court other than the Circuit Court of Wayne County, Indiana.
  
9. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print)\_\_\_\_\_

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

Date\_\_\_\_\_

**If Participant is under 18 years old, his/her parent or guardian must sign below.**

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

Parent/Guardian Signature:\_\_\_\_\_

Date\_\_\_\_\_