



Rev. 5/17/2020

## **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY**

### **READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY BEFORE YOU SIGN IT. IT AFFECTS YOUR LEGAL RIGHTS.**

I, \_\_\_\_\_ [print student's name], agree to act in a responsible and safe manner when I participate in the \_\_\_\_\_ [insert internship/practicum]. I acknowledge and agree that during my internship/practicum, I must continue to comply with the University's student conduct policies, including policies on academic integrity. I understand that the University could impose sanctions for my non-compliance, including suspension or expulsion.

I acknowledge and agree that the University has no control over the employees, operations, or premises of the sponsoring organization where my internship/practicum will occur, and that I will be under the supervision of a representative of that organization. I understand that my participation in my internship/practicum is voluntary, and I may be exposed to risks and hazards that could result in serious illness, bodily injury, disability, or death. These risks and hazards may include, but are not limited to: (i) vehicular, pedestrian, or other accidents, (ii) storms, floods, fires, earthquakes, and other natural disasters, (iii) infectious diseases or viruses, including but not limited to COVID-19, (iv) limited or inadequate medical care, (v) inadequate design, safety, and maintenance of buildings and public places, (vi) terrorist activities, and (vii) allergic reactions to food, insects, or other allergens. I acknowledge and agree that the University of Mississippi (including its faculty, employees, and representatives) and the Board of Trustees for State Institutions of Higher Learning (collectively "UM") cannot forecast or foresee all potential risk.

I knowingly and voluntarily assume all risks associated with my participation in my internship/practicum, including any related travel to and from any internship/practicum destination, events, or activities. In consideration for me being allowed to participate in the internship/practicum, I knowingly and voluntarily waive and release UM from all present and future claims of any type for any harm or loss, including economic loss, personal injury, death, or property damage suffered by me and arising out of my internship/practicum. I agree to indemnify, hold harmless, and covenant not to sue UM for any damages, personal injury, death, medical expenses, disability, lost wages, loss of capacity, property damage, court costs, attorney's fees, or any other loss of any kind arising out of my internship/practicum. I acknowledge and agree that: (1) this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY is intended to be as broad and inclusive as authorized under law, and (2) if any part of this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY is deemed by a court to be invalid, the remaining provisions will continue in full force and effect.

I acknowledge that I will or have consulted with a physician regarding my health or medical needs, if any. I am aware of no health condition that precludes or restricts my travel and/or participation in my internship/practicum. I understand that UM will not arrange for physicians or medical care at the site of my internship/practicum, does not provide medical or professional liability insurance for me, and has advised me to obtain such insurance at my expense. If the circumstance presents, I authorize UM to seek emergency medical, rescue, or evacuation services for me should I become injured, ill, or incapacitated and lack the ability to make such decisions for myself. I understand

that I am financially responsible for any medical or other expenses incurred because of my illness, injury, or incapacitation. I agree to reimburse UM for any such expenses incurred on my behalf. I further agree to release, hold harmless, and covenant not to sue UM for any damages, injury, loss, expenses, disability, or death arising out of any emergency medical, rescue, or evacuation services that I receive.

I understand that UM will not provide me transportation in connection with my internship/practicum. I acknowledge and agree that I am expected to obtain automobile insurance at my own expense, to the extent that such becomes necessary.

***Please Check the Applicable Certification:***

\_\_\_ I certify that I am at least eighteen (18) years old. I have read and understand this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY and agree to its terms. I further understand that this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY shall be legally binding upon me, my family, estate, representatives, heirs or assigns.

\_\_\_ I certify that I am under eighteen (18) years old. I understand that my parent or legal guardian must consent to and execute this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY on my behalf.

Student's Name \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_ Student ID# \_\_\_\_\_  
 Local Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

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The student's parent or legal guardian must complete and sign this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY if the student is not eighteen (18) years old.

I certify that I am \_\_\_\_\_'s [print student's name] parent or legal guardian. I have read, understand and agree with the terms of this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY and execute it on the student's behalf. I further understand that this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY shall be legally binding upon the student, me and our family, estates, representatives, heirs, or assigns.

Parent or Guardian Name \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_