

WAIVER AND RELEASE

I, the undersigned, as the parent or legal guardian of the student enrolled at Misericordia University (the “University”) and named below (the “Student”), acknowledge and agree that the Student will be afforded the opportunity to voluntarily participate in service learning activities for _____ (“Placement Site”) at its location situated at _____ (“Placement Site Location”) at scheduled times, subject to, and in compliance with, the (i) rules and regulations governing the Placement Site, as such rules and regulations may be amended from time to time, and (ii) University’s Service-Learning Student Guide, as amended from time to time. **I hereby acknowledge that the University requires that I, on behalf of the Student, as a condition of the Student voluntarily participating in service learning activities for the Placement Site and/or being present at the Placement Site Location, execute this Waiver and Release, the consequence of which will preclude any lawsuits or claims of any nature against the University, the Placement Site, and/or the other parties identified below in the event that the Student is injured or harmed in any way in connection therewith. I hereby further acknowledge that this Waiver and Release shall apply to any instance in which the Student engages in service learning activities for the Placement Site and/or travels to or from and/or is present at the Placement Site Location and/or any area adjoining the Placement Site Location that is owned by the Placement Site and/or any affiliate thereof (each, an “Adjoining Area”).**

INTENDING TO BE LEGALLY BOUND, and in consideration of the Student being allowed to participate in service learning activities and/or be present at the Placement Site Location and/or any Adjoining Area I do, by signing this Waiver and Release, for the Student and the Student’s heirs, personal representatives, executors, administrators, assigns, agents, and successors, hereby waive, release, forgive, and forever discharge the University, the Placement Site, and their respective affiliates, successors, heirs, assigns, shareholders, directors, officers, employees, personal representatives, and agents and their respective successors, assigns, shareholders, directors, officers, employees, agents, affiliates, heirs, and personal representatives (collectively, the “Released Parties”) from any and all claims, basis for claims, demands, suits, actions, causes of action, liabilities, complaints, judgments, or other loss or harm of any nature whatsoever (collectively, “Claims”), known or unknown, suspected or unsuspected, arising directly or indirectly in connection with the Student’s participation in service learning activities for the Placement Site and/or the Student’s travel to or from and/or presence at the Placement Site Location and/or any Adjoining Area and the activities to take place in connection therewith, even if such Claims arise as the result of the active or passive, direct or indirect, negligence of the Released Parties. I acknowledge and agree that this Waiver and Release includes, without limitation, a waiver and release of all Claims arising directly or indirectly from:

1. The Student’s participation in service learning activities for the Placement Site; and
2. Any accident occurring while the Student is traveling to or from and/or present at the Placement Site and/or an Adjoining Area.

I hereby covenant and agree that the Student shall not raise and/or bring any Claims against the Released Parties which directly or indirectly relate to and/or arise from the Student’s participation in service learning activities and/or the Student’s travel to or from and/or presence at the Placement Site and/or an Adjoining Area and/or any other activities that take place in connection therewith. I also agree to indemnify, defend, and hold harmless the Released Parties from any Claims arising directly or indirectly from any of the Student’s

actions or omissions while participating in service learning activities at the Placement Site and/or traveling to or from and/or being present at the Placement Site or an Adjoining Area. Without limiting the generality of the foregoing, I acknowledge and agree that I am responsible for any damage to the Placement Site Location and/or any amenities, assets, or equipment located at the Placement Site Location that is caused by the Student.

I also acknowledge and agree that the Student will participate in service learning activities for the Placement Site and/or travel to or from and/or be present at the Placement Site Location **entirely at the Student's own risk**. I further acknowledge and agree that the Student will voluntarily participate in these activities **entirely at the Student's own risk** and **assume all risks** of injury, illness, or death in connection therewith. Finally, I acknowledge and agree that neither the University, the Placement Site, nor any other Released Party is responsible for any damage to, or loss or theft of any of the Student's personal property at the Placement Site Location and/or any Adjoining Area.

I understand that the University and/or the Placement Site expressly reserve the right to refuse to allow the Student to be present at the Placement Site Location and/or any Adjoining Area and/or to reschedule and/or cancel any of the scheduled service learning activities at the Placement Site at any time.

I acknowledge and agree that I have signed this Waiver and Release voluntarily after being provided with a meaningful opportunity to have independent counsel review this Waiver and Release. I further acknowledge and agree that I have carefully read this Waiver and Release and fully understand that it is a **release of liability**.

I hereby authorize and give full consent to the University and the Placement Site to copyright or publish any or all photographs, movies, videos, or tape recordings in which the Student appears while participating in learning service activities for the Placement Site and/or being present at the Placement Site Location, if any. I hereby acknowledge that if any provision of this Waiver and Release is construed to be invalid, illegal or unenforceable, the remaining provisions hereof shall not be affected and shall be enforceable without regard to the provision(s) construed to be invalid, illegal or unenforceable.

I acknowledge and agree that the Placement Site is an intended third party beneficiary of this Agreement and, as such, the University may provide a copy of this Waiver and Release to the Placement Site at any time.

This Waiver and Release is signed and delivered in Pennsylvania, the place of the applicable law governing this document, this ____ day of _____, (year) _____.

Name of Student: _____

Signature of Parent or Legal Guardian of Student: _____

Printed Name of Parent or Legal Guardian of Student: _____

Date: _____