

Community Service & Service Learning
TERMS OF PARTICIPATION, RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ (1) _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the following Community Service and Service Learning ("CSSL") community-based experience:

_____ (2) _____
("Experience"), to be held in and around _____ (3) _____ ("Experience Site") from _____ (4) _____ to _____ (5) _____. In consideration for being permitted to participate in the Experience, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and that the Experience is not under the supervision of the University of San Francisco ("USF").

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with USF policies and procedures, including the "Standards of Nonacademic Conduct", which appear in the 2001-2002 *Fogcutter Student Handbook*. I further agree to abide by all the rules and requirements of CSSL. I grant USF the right to terminate my participation in the Experience if it is determined that my conduct is detrimental to the best interests of the group or violates any rule of the Experience.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Experience. I understand that as a Participant in the Experience I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only USF's actions, inactions or negligence, but also the actions, inactions or negligence of others, conditions of equipment used, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of San Francisco, its directors, officers, employees and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Experience, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Experience, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the Experience Site, including all local transportation; consumption of food; weather conditions; criminal activities; negligent first aid operations or procedures of Releasees; risks associated with the nature of the Experience such as

_____ (6) _____

and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES,** and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Experience, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of California.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT,** AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date