SIMPSON COLLEGE EXPERIENTIAL ACTIVITY AGREEMENT

This is a release and waiver of liability, assumption of risk and indemnity agreement. Please read carefully.

Type of Experiential Activity (circle one): Internship  Job Shadow  Field Experience  Other: __________________________________________

Sponsoring Course/Department (circle one): COOP 119: Career Observation  COOP 319: Internship  Other: ____________________________

Experiential Activity Title/Description: ____________________________________________________________

Agency/Site of Experiential Activity: _____________________________________________________________

Dates of Experiential Activity: ____________________________ to ____________________________

I, ____________________________________________ (“Student”), hereby acknowledge that I have voluntarily elected to participate in the following experiential activity: _____________________________________________. In return for the opportunity to be eligible to receive academic credit for participation in the above experiential activity, Student acknowledges and agrees to the following:

1. Type of Program (circle all that apply):

A. Unpaid Activity with Simpson: Students will not be paid to perform experiential activity. While engaged in the experiential activity, Student understands he/she will not be acting as an employee of Simpson College and Student agrees he/she will not represent him/herself as an employee or as acting on behalf of Simpson College.

B. Unpaid Activity By Host Site: Students will not be paid by the host site to perform experiential activity. While engaged in the experiential activity Student understands he/she will not be acting as an employee of the host site and Student agrees he/she will not represent him/herself as an employee or as acting on behalf of the host site.

C. Paid Activity by Host Site: Student will be paid by the host site to perform experiential activity. While engaged in the experiential activity Student understands he/she will be acting as an employee of the host site.

2. Informed Consent. Participation in the experiential activity may involve risks that are separate and apart from Student's general educational experience at Simpson. Student has been informed of and understands the various aspects of the experiential activity, including the dangers, hazards, and risks inherent in the experiential activity. These include but are not limited to activities such as working with people, traveling in connection with the experiential activity, participating in sports and recreation activities, cleaning and maintenance projects, preparing and serving food, and other service activities, any independent research or activities Student undertakes related to the experiential activity, and risks that may arise from Student's own action, inaction, or negligence, or from the action, inaction, or negligence of others in connection with the experiential activity, or the condition of the experiential activity site or its environment or conditions which may exist at or in transit to or from the site. Student understands that as a participant in the experiential activity Student could sustain serious personal injuries, illness, property damage or property loss, or even death as a consequence of not only Simpson's actions or inactions, but also the actions, inactions, gross negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and that there may be other risks not known to Student or not reasonably foreseeable at this time. Student further understands and agrees that any injury, illness, property damage, disability or death that Student may sustain by any means is Student's sole responsibility, except for those occurrences due to Simpson's gross negligence or intentional misconduct.

3. Release and Waiver of Liability: Student, on behalf of him/herself, his/her personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SIMPSON COLLEGE, including its governing board, directors, officers, employees, agents, volunteers and any students (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 Student may suffer as a result of Student's participation in the experiential activity. REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED. Student further agrees that Releasees are not in any way responsible for any injury or damage that Student sustains as a result of my own negligent acts.

4. Assumption of Risk. Student understands that there are potential dangers incidental to Student's participation in experiential activity some of which may be dangerous and which may expose student to the risk of personal injuries, property damage, or even death. Student understands that these potential risks are incidental to Student's participation in activities which may include, but are not limited to: working with people, traveling in connection with the experiential activity, participating in sports and recreation activities, cleaning and maintenance projects, preparing and serving food, and other service activities, and any independent research or activities Student undertakes related to the experiential activity. Furthermore, Student acknowledges that there are other potential dangers incidental to Student's participation in the Program due to weather conditions, experiential activity facility conditions, equipment conditions, negligent first aid operations or procedures of Simpson or a third party, and other risks that are unknown at this time. STUDENT KNOWINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF SIMPSON, UNLESS THEY ARISE FROM SIMPSON’S INTENTIONAL MISCONDUCT OR GROSSLY NEGLECTFUL ACTS, and Student assumes full responsibility for his/her participation in the experiential activity.

5. Indemnity. Student agrees, on behalf of himself/herself, Student’s personal representatives, heirs, executors, administrators, agents and assigns, agree to hold harmless, defend and indemnify Simpson 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 Student may suffer as a result of Student’s participation in the experiential activity, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY SIMPSON OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY SIMPSON’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. Student further agrees he/she is personally responsible for any legal issue(s) that may arise from Student’s participation in the experiential activity. Student agrees not to take the position that Simpson is responsible for providing Student with any assistance, financial or otherwise, with respect to any such legal issue(s) and by signing this agreement Student gives up his/her right to make any claim that Simpson is responsible for providing Student with such assistance.

Simpson Career Services • 701 North C Street • Indianola, IA 50125 • Phone: 515-961-1667 • Fax: 515-961-1674 • Email: careers@simpson.edu • Simpson.edu/Career
6. **Health and Safety.** Student represents he/she is personally responsible for and has arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs incurred while Student participates in the experiential activity. Student acknowledges Simpson is not responsible for any of Student’s medical or medication needs or costs. Student further acknowledges that he/she is responsible for the cost of any and all medical and health services Student may require as a result of participating in the experiential activity. Student understands and agrees that Simpson shall not in any way be responsible for other contingent losses arising from any injury Student sustains that is not the result of Simpson’s negligent or intentional misconduct.

7. **Transportation (circle one that most accurately describes the arrangements for this activity):**
   A. Student acknowledges he/she is responsible for his/her own transportation to, from and in connection with the experiential activity and for ensuring that adequate insurance exists to cover such transportation. Student further acknowledges that Simpson is not responsible for and does not provide such transportation or insurance covering such transportation.
   B. Simpson College will provide transportation to and from agency/site in connection with the experiential activity.
   C. Other Transportation Arrangements: ____________________________________________________________

8. **Standards of Conduct.** While participating in the experiential activity, Student agrees to comply with the experiential activity Site's and Simpson's rules, standards, and instructions for student behavior ("Standards of Conduct"), including, but not limited to, those set forth in Simpson's Student Handbook. Student agrees the experiential activity site and Simpson have the right to enforce their respective standards of conduct and that either may, within their sole discretion, remove Student from the experiential activity for any action deemed to be in violation thereof or for any other reason in Simpson's discretion, and that such removal may result in the loss of academic credit. Student further agrees normally applicable procedures for notice, hearing, and appeal in student disciplinary proceedings at Simpson do not apply and Student hereby waives and releases Simpson from any claims alleging a failure to follow such procedures.

9. **Changes/Termination of Program.** Student agrees Simpson retains the right to make cancellations, changes or substitutions in the event of an emergency or changed conditions or in the general interest of the experiential activity program and grants Simpson the right to take any action it deems to be warranted under the circumstances to protect student's health or safety or the integrity of the experiential activity program including termination of the experiential activity.

10. **Non-Employee Status.** Student understands and acknowledges that in participating in the experiential activity, Student is doing so independently and that Student is not an employee or agent of Simpson College. Student understands and agrees that as a non-employee Student is not entitled to receive compensation or any other employee benefit from Simpson for Student's participation in the experiential activity.

11. **Miscellaneous.**
   A. Should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect.
   B. Student's decision to be bound by the provisions set forth in this agreement is wholly voluntary, and Student acknowledges and agrees that, prior to signing this agreement, he/she has had the opportunity to consult with the adviser, counselor, or attorney of his/her choice.
   C. Should there be any dispute involving this agreement, it shall be brought in the Iowa District Court for Warren County, and be determined under the laws of the State of Iowa.
   D. This agreement represents Student's complete understanding with respect to the subjects addressed in this agreement, and replaces any prior understandings on these subjects, whether written or oral, and Student understands this agreement cannot be changed or amended in any way, except in a written document signed by Student and Simpson.
   E. Student represents that he/she is at least eighteen years of age or, if not, that in addition to signing this Agreement, he/she has secured the signature of his/her parent or guardian.
   F. Additional provisions to address specific agency/site related issues are as follows:
      Circle one: None Attached

By signing this Agreement, I acknowledge and agree that I have read this Agreement and that I have consulted (or have had the opportunity to consult) an adviser, counselor or attorney with regard to the terms and conditions of the Agreement. I further acknowledge and agree that, by signing this Agreement, Simpson College is not responsible for providing me any assistance with respect to any legal issue that may arise from my participation in the experiential activity (as stated in paragraph 5 of the Agreement) and that I have waived and released Simpson College from any claim regarding procedures for the enforcement of standards of conduct with respect to the experiential activity (as stated in paragraph 8 of the Agreement).

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Date: ________________________________  (Signature)

________________________________________  (Printed Name of Student)

**Signature of Parent/Guardian for Students Who Are Minors:**

I certify that I have custody of Student or am the legal guardian of Student by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY SIMPSON.

Date: ________________________________  (Signature of Parent or Guardian)

________________________________________  (Printed Name of Parent or Guardian)