

WAIVER OF LIABILITY

Return this form to OCELTS prior to starting service learning.

This form is ONLY for students who are UNDER the age of 18.

Description of Activity **SERVICE LEARNING**

Participant name _____ Student ID # _____

Cell phone # _____ Age _____

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

Read this document carefully and in its entirety. It is a binding legal document. If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

If you are 18 years of age or older, you must complete this form electronically at: www.loyno.edu/engage.

I am aware that service learning may include activities that are risky and dangerous. I acknowledge that participation in service learning may include the following non-exclusive list of activities that bear risk and danger and from which bodily injury, up to and including mortal injury, may occur: intense physical labor, materials handling, lifting or carrying heavy objects; transportation to and from various destinations; being outside or in the presence of inclement weather conditions including, but not limited to, lightning, wind and/or hail; contact with plants, animals, insects and/or other environmental hazards; rendering of first-aid, emergency treatment or other services; consumption of food or drink; trigger of mental/emotional illness; or other unknown and unanticipated activities and risks. **With full knowledge of these facts and circumstances, I voluntarily participate in this service learning activity and assume all responsibility for and risk resulting from my participation including all risk of property damage and injury to others and to myself.** I agree to comply with all of the rules and conditions of participating in this service learning activity. I certify that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the project. I will indemnify and hold Loyola University New Orleans and all of its respective officers, agents, servants, employees and volunteers (collectively the University) harmless with respect to all such costs.

I am aware that if I provide a vehicle not owned and operated by the University for transportation to, at, or from the project sites, or if I am a passenger in such a vehicle, the University is not responsible for any damage caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled service learning activities, regardless if occurring before, during or after the period of the activity. **To the extent permitted by law, and in consideration for being allowed to participate in service learning, I hereby save, hold harmless, discharge and release the University from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the project.**

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the University from any claim by the aforementioned parties arising out of my participation in this service learning activity. I recognize and acknowledge that the University makes no guarantees, warranties, representations, or other promises relative to the project, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation in the project. I further understand and agree that this Release is intended to be as broad and inclusive as permitted by law. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

MEDICAL INFORMATION I hereby certify that I have no health-related reasons or problems that preclude or restrict my participation in this service learning activity. I hereby consent to first aid, emergency medical care, and, if necessary, admission to a medical facility for executing such care or treatment for injuries that I may sustain while participating in any activity associated with this activity.

EMERGENCY CONTACT:

Name _____ Phone _____

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; (b) that I am of legal age; and (c) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

DATE _____ **SIGNATURE** _____

Participants who are not 18 years of age or older must sign above, and also must obtain the signature of a parent or legal guardian below:

I certify that I am the parent or legal guardian of the above-named participant in this service learning activity. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in this activity, and I hereby give my consent to participation by my dependent in this activity, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the University from and against all claims, demands or suits that my dependent has or may have.

DATE _____ **SIGNATURE** _____

PARTICIPANTS UNDER 18 YEARS OF AGE MUST SUBMIT THIS COMPLETED FORM TO THE OFFICE OF COMMUNITY ENGAGED LEARNING, TEACHING, AND SCHOLARSHIP (OCELTS) IN PERSON (MARQUETTE HALL 312), FAX (504-865-2323), OR EMAIL (OCELTS@LOYNO.EDU).