COLLEGE OF CHARLESTON EXPERIENTIAL LEARNING
 LIABILITY RELEASE, WAIVER, AND AGREEMENT

1. I, ___________________________ the undersigned individual, am at least 18 years of age or I am providing binding consent and release through my parent or legal guardian as referenced below. I desire to participate in a College of Charleston (“College”) experiential learning opportunity as part of a course, curriculum, program requirement or elective. I am free to elect a virtual or socially distanced alternative, if available, or request a special accommodation alternative during the Covid-19 Pandemic and any in-person participation is strictly voluntary on my part. Experiential learning opportunities at the College include but are not limited to externships, field experiences, laboratory research, service-learning projects, professional shadowing, field trips, and internships.

This experiential learning will take place __________________________ [semester/year or specific dates for field trips] and may occur at various locations that are not owned or controlled by the College including, but not limited to, the following [location(s)] __________________________.

2. I fully understand and appreciate the dangers, hazards, and risks inherent in experiential learning, in the transportation to and from experiential learning, and in any other effort associated with, or that I may undertake supplemental to, any such experiential learning. These dangers, hazards, and risks can result in injury and impairment to my body, general health, and well-being, and could include serious injuries, illnesses, medical conditions, disabilities or death. In addition to the above risks, I fully understand the risk of Covid-19, and that this experiential learning may result in death, disability, medical expenses and other damages.

3. Knowing the dangers, hazards, and risks of such endeavors, and in consideration of being permitted to voluntarily participate in experiential learning, on behalf of myself, my child, my family, spouse, heirs, and personal representative(s) (the “Releasors”), I agree to assume all the risks and responsibilities surrounding my participation in experiential learning, the transportation to and from experiential learning, and in any other effort associated with, or that I may undertake supplemental to, any such experiential learning. On behalf of myself and the Releasors, I hereby covenant not to sue the State of South Carolina, the host of the experiential learning, the College of Charleston, or its trustees, officers, representatives, agents, and employees (“Releasees”), and I hereby release, waive, and forever discharge the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a Releasor, arising out of, or related to experiential learning in any manner, whether caused by the negligence or carelessness of the Releasees or otherwise. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage, or cost, including court costs and attorneys’ fees, which may arise due to my participation in experiential learning or related activities. It is my express intent that this Liability Release and Waiver shall bind me, my child, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a legally binding, full release, waiver, discharge and covenant not to sue the Releasees.

4. I understand, agree, and hereby grant Releasees permission to authorize emergency medical treatment for me, or my child, if necessary, and that such action by Releasees shall be subject to the terms of this Liability Release and Waiver. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5. There are no health-related conditions, reasons, or problems that preclude or restrict my/my child’s participation in experiential learning with or without a reasonable accommodation. I recognize that neither the host of the experiential learning nor the College is obligated to provide for any of my/my child’s medical or medication needs nor insurance and that I/my child assume all risk and responsibility for those needs. If I will be driving a vehicle during the period of this experiential learning, I certify that I will, during such period, personally carry automobile liability insurance that includes medical payment coverage.

6. I/my child agrees to abide by any instruction and guidance which may be given by any designated host of the experiential learning or any College representative at all times while I/my child is on the Property where said experience is taking place. I also agree to comply with the College’s Student Code of Conduct and all other College regulations regarding conduct, comportment, and academic integrity during experiential learning. I understand that the College has the right to enforce such standards of conduct and behavior and that I may be dismissed from any or all experiential learning at any time for failing to abide by such standards.

7. If I am an employee of the College, I do not consider experiential learning within the course and scope of my employment with the College. I understand that the Releasees make no representation regarding, and are not responsible for, any payment (in whole or in part) of any wages, salary, stipend or other compensation to me due to my participation in experiential learning. Compensation includes all benefits having a monetary value including, but not limited to, social security taxes, workers’ compensation premiums, all other insurance premiums and contributions to retirement plans.
8. I further agree that this Agreement shall be construed in accordance with the laws of the State of South Carolina. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING. (I AM 18 YEARS OF AGE OR OLDER AND HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND WAIVER.)

Signature: ________________________________ Date: ____________________

Print Name: ________________________________________________________

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and sign this release, and, for my minor child/ participant, myself, my spouse, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the College, its employees, agents, and assigns, from any and all liabilities incident to my minor child’s involvement or participation in these activities and programs as provided above.

(Print Parent/Guardian Name) (Parent/Guardian Signature) Date

OLA 3/3/20