

***BRYN ATHYN COLLEGE OF THE NEW CHURCH***  
**INTERNSHIP IN UNITED STATES.**

This **WAIVER AND RELEASE OF LIABILITY AGREEMENT** (“Waiver and Release”), executed by and between \_\_\_\_\_, whose date of birth is \_\_\_\_\_, and whose address is \_\_\_\_\_ (“Participant”), with consent and joinder of Participant’s parent(s), or Guardian(s), \_\_\_\_\_, Address (with relationship if not parent) \_\_\_\_\_, and **BRYN ATHYN COLLEGE OF THE NEW CHURCH** (“College”).

**WITNESSETH:**

**WHEREAS**, Participant is a student qualified for and accepted for enrollment in an internship situated in \_\_\_\_\_, from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, conditioned on Participant’s execution of this Waiver and Release (the “Internship Program”); and

**WHEREAS**, Participant or Participant’s parent(s) or guardian(s) is willing to execute this Waiver and Release.

**NOW THEREFORE**, in consideration of the promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Participant Medical Condition and Coverage.

- (a) Participant has consulted with a medical doctor as to Participant’s personal medical needs, and Participant represents to College that no health-related reasons or problems preclude or restrict Participant’s participation in the Internship Program.
- (b) Participant is aware of all applicable personal medical needs, and has arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while undertaking this Internship Participant’s medical or medication needs, that Participant assumes all risk and responsibility therefore, and that if Participant is required to be hospitalized during this Internship Program, College does not assume any legal responsibility for payment of such costs.

2. Assumption of Risks.

- (a) Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Internship Program, Participant, on behalf of Participant’s family, heirs, and personal representative(s), voluntarily agrees to assume all the risks and responsibilities surrounding participation in the Internship Program, the transportation to and from and during the Internship Program, and in any independent research or activities undertaken as an adjunct thereto, and in advance Participant releases, and forever discharges, defends, indemnifies, holds, harmless, and covenants not to sue College, its governing board, officers, agents, attorneys, insurers, employees, and any students acting as employees (“Releases”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature

whatsoever which Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on upon, or in transit to or from the Internship Program or any adjunct to the Internship Program.

- (b) Participant Understands and agrees that Releasees do not have medical personnel available at the location of the Internship Program, during transportation to that location. Participant understands and agrees that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Waiver and Release. Participant understands and agrees that Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.
- (c) It is Participant's express intent that this waiver and Release shall bind the members of the Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a release, waiver, discharge, and covenant not sue the above-named Releasees. Participant agrees to save and hold harmless, indemnify, and defend Releasees from any claims by the participant or Participant's family, arising out of Participant's participation in the Internship Program.
- (d) In signing this Waiver and Release, Participant acknowledges and represents that the Participant has become fully informed of the content of this Waiver and Release by reading said document before signing it, and by signing this document as the Participant's own free act and deed. Participant confirms that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. Participant acknowledges that this Waiver and Release includes a release of liability that could legally prevent him (or his heirs, executors or assigns) from making any claims for damage.
- (e) Participant executes this Waiver and Release freely and voluntarily and for full, adequate, and complete consideration fully intending to be bound by the same.
- (f) Participant states that Participant \_\_\_ is / \_\_\_ not at least eighteen (18) years of age and fully competent to sign this Waiver and Release.

3. Governing Law; Forum; Severability

This Waiver and Release shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The court of commons Pleas of Montgomery County, Pennsylvania shall be exclusive forum for any lawsuits filed under or incident to this waiver and Release or the Internship Program. The terms and provisions of this Waiver and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any governing this Waiver and Release, the validity of the remaining portions shall not be affected thereby.

**THIS IS A RELEASE OF LEGAL RIGHTS.  
READ AND UNDERSTAND BEFORE SIGNING**

**STUDENT/ PARTICIPATANT:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**WITNESS:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**CONSENT AND JOINDER OF PARENTS(S)/GUARDIAN(S)**

**PARENT(S)/GUARDIAN(S):**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**WITNESS:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**BRYN ATHYN COLLEGE  
OF THE NEW CHURCH**

\_\_\_\_\_  
(Signature)

Sonia Werner\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**WITNESS:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)