

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

(Note: This form, except for fillable fields, cannot be modified without review by the Office of General Counsel)

This form is to be used for participation in UNLV internship programs. The Department or College should add any other identified risks associated with this program, or delete those risks stated that do not apply.

I, _____, ("**Student**") am a student enrolled at the University of Nevada, Las Vegas ("**UNLV**"), a member institution of the Board of Regents of the Nevada System of Higher Education ("**NSHE**"). Student understands and hereby acknowledges that Student has voluntarily elected to participate in the internship program ("**Program**") through the UNLV (enter name of Department or College) as part of (enter name of course) or other similar course, during the (Spring, Summer, or Fall) semester (enter year). Student will be placed at an approved internship site: (enter internship site) ("**Program Site**").

In exchange for this Waiver, Release, and Indemnification Agreement ("**Release**"), UNLV will:

1. Enroll Student in the Program if Student meets the eligibility requirements of UNLV and has paid the appropriate fees in a timely manner.
2. UNLV will facilitate Student's participation in the Program by processing the documentation necessary for enrollment in the appropriate UNLV course(s) and in the Program.
3. UNLV will provide the personnel and/or resources required by the Program.
4. Upon satisfactory completion of the Program, UNLV will grant Student the credits earned for participation in the Program.

STUDENT'S OBLIGATIONS:

Student understands and agrees that:

- STUDENT has been informed of and understands the various aspects of the Program, including the dangers, hazards, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agency (including but not limited to health threats of COVID-19, H1N1, or similar infectious disease), and risks inherent in the Program, including but not limited to transportation to and from the Program Site, participation in the manual labor, physical exertion, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any activities Student undertakes as an adjunct to the Program. Student understands that as a participant in the Program, Student could sustain personal injuries, property damage, illness, disease, or even death as a consequence of not only UNLV's actions or inactions, but also the actions, inactions, negligence or fault of others or Student, 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, disease, illness, temporary or permanent disability, property damage, or death that Student may sustain by any means is Student's responsibility except for those occurrences due to UNLV's negligence or intentional acts.
- Student is responsible for acting prudently and exercising caution and common sense at all times.
- Student agrees to abide by the Program Site's policies, procedures, rules and regulations throughout the Program.
- Student understands that neither NSHE nor UNLV will provide health insurance coverage to Student during any aspect of Student's participation in the Program. Student further acknowledges that Student is responsible for the cost of any and all medical and health services Student may require as a result of participating in the Program.
- If, during his/her participation in the Program, Student becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from Student's family, Student agrees that medical treatment may be performed when, in the opinion of competent medical personnel, the health or welfare of Student will be adversely affected by any delay. In such event, Student authorizes UNLV's designated representative to grant permission for the necessary medical treatment of Student.
- Student shall abide by all applicable laws, as well as all applicable rules, regulations and policies of UNLV during his/her participation in the Program, including the UNLV Student Code of Conduct. Student agrees that failure to do so may result in the termination of his/her participation in the Program.
- Student understands and agrees that his/her status with the Program Site throughout the internship period is that of a student receiving education, and Student agrees he/she has no expectation of receiving compensation from, or future employment with, either the Program Site or UNLV.
- To the extent authorized by law, Student, individually, and on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, hereby releases, forever discharges and agrees not to sue NSHE, UNLV and their officers, employees, Regents, agents, volunteers and representatives, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgments, cost, expense or

attorneys' fees, including, but not limited to, those arising from injury, loss or damage to Student person or property, which arise out of, occur during, or are in any way the result of or connected with Student's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR UNLV, UNLESS THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR UNLV'S NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PROGRAM SITE.** Student further agrees that NSHE and UNLV are not in any way responsible for any injury or damage that Student may sustain as a result of Student's own acts.

- Student, individually, and on behalf of his/her heirs, successors, assigns and personal representatives, hereby agrees to indemnify, defend, and hold harmless NSHE, UNLV and their employees, Regents, agents, and representatives, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) Student may sustain to his/her person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys' fees, which arise out of, result from, occur during, or are connected in any manner with Student's participation in the Program.
- Student understands that UNLV is committed to providing equal access to its programs and services for students who experience disabilities. The Disability Resource Center ("DRC") was established to support these goals and to provide assistance with college learning through provision of recommended academic adjustments, auxiliary services, and advocacy. Students with disabilities who may require a reasonable accommodation to participate in the Program must submit a request for an accommodation in writing to the DRC. Please see the DRC's website for additional information: www.unlv.edu/drc
- The jurisdiction and venue for any action relating to any claims or causes of action brought with regard to this Release or in any way relating to Student's participation in the Program shall be governed by the laws of the State of Nevada and shall be litigated in a court of competent jurisdiction in the State of Nevada, County of Clark.
- Student affirms that he/she has read and fully understands all the materials provided to him/her in connection with Student's participation in the Program.
- Student further affirms that he/she is eighteen (18) years of age or older and is freely signing this Release.

I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it freely, knowingly and voluntarily.

Participant's Signature: _____

Participant's Printed Name: _____

Dated: _____

IF STUDENT IS A MINOR (UNDER AGE 18):

I am the parent or legal guardian of the Student. I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights that the Student or I might otherwise have, and that I have signed it knowingly and voluntarily. I allow Student to participate in this Program. I understand that I am responsible for the obligations and acts of Student as described in this Release. I agree to be bound by the terms of this document.

Parent/Guardian Signature: _____

Parent/Guardian's Printed Name: _____

Dated: _____

EMERGENCY NOTIFICATION INFORMATION:

Emergency Contact's Name: _____

Address: _____

Phone #: _____