

## ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

Appalachian State University ("ASU") makes Service Learning Programs available to students. During the \_\_\_\_\_ Semester, one such program will be \_\_\_\_\_. I wish to participate in this Program. Although this Program will be supervised by one or more faculty members or graduate teaching assistants, I understand that ASU and the supervising faculty member(s) or teaching assistants do not and could not ensure that participation will be free from risk, and I understand the nature of the program and the potential risks involved, including risks of personal injury and death, and property damage or loss. I assume sole and full responsibility for my safety during participation in these activities and during my travel to and from the site of these activities. In consideration of being permitted to participate in the Program, I agree as follows:

1. I will comply with all instructions and directions of Appalachian State University officials and staff before, during, or after my participation in the Program;

2. I understand the possible risks and dangers to me and my property associated with my participation in the Program, and I undertake those risks voluntarily in reliance upon my own judgment and ability. I assume all risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to, my own conduct, the failure of anyone to enforce rules and regulations or inspect equipment or facilities, and the negligence of anyone else; and

3. I release and shall indemnify, defend and save harmless Appalachian State University, The University of North Carolina, the State of North Carolina and their respective officers, agents, and employees from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me as a result of any cause whatsoever, including but not limited to my own conduct, negligence or other misconduct on the part of Appalachian State University officers, agents, or employees, or those injuries or property damage sustained by others as a result of my own negligence or intentional acts, during my participation in the Program and my travel to and from the Program site(s).

I certify that I am at least eighteen (18) of age, medically and mentally sound, physically fit to engage in the activities described above, and competent to enter into this agreement. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me. **If the participant is under eighteen (18) years of age, this document must be signed on behalf of the participant by his or her parent or guardian.**

**I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, I UNDERSTAND AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE, AND I SIGN IT VOLUNTARILY.**

Signature

Date

\_\_\_\_\_  
Printed Name

**If parent or guardian:**

\_\_\_\_\_  
Relationship to Participant