THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EKU ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Eastern Kentucky University (“EKU”) Department:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entities [*Name of Companies of Organizations Providing Professional Field Experience*]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location(s) [*Off-Campus Sites Where Professional Field Experience Will Occur*]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Academic Year: 20 \_\_- 20 \_\_ Date(s) of Professional Field Experience: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am participating in the Professional Field Experience (the “Experience”) with the Entities as part of my educational experience in the Department at EKU during the Academic Year listed above. I acknowledge that I am enrolled in one or more of the classes listed for this Department, and I understand that Experiences in those classes will be covered by this Agreement. I understand that these Experiences will be conducted at the various off campus Locations listed above. I understand that these Experiences may include but are not limited to the following kinds and types of Experiences: assessments, classroom observations, clinical work, internships, interventions, labs, modules, practicums, research, role transitions, and service learning.

1. **The Location(s)**. I understand that changing or unexpected conditions at the Location(s) may require alterations in the planned Experience or might cause inconvenience or harm to me. I further understand that EKU does not own, operate, or control the Location(s).
2. **Assumption of Risks**. I acknowledge that there may be inherent risks to my health or wellbeing as a result of my participation in this Experience, which are beyond the scope and control of EKU. Such risks include but are not limited to riot, violence, terrorism, exposure to sickness or disease including the novel coronavirus COVID-19, allergic reaction, contaminated food or water, unfamiliar climate, complications from weather conditions, inadequate or unavailable healthcare facilities or assistance, inadequate, faulty, inappropriate or lack of training or instruction, inadequate, faulty, inappropriate or lack of equipment, accident, or mistake. I recognize that these risks may result in inconvenience, loss, injury, or damage to me, including personal injury or extended quarantine, up to and including my death, or damage or loss of my personal property.
3. **Rules, Procedures, and Requirements**. By signing this Agreement, I agree to abide by all rules, procedures, and requirements while participating in this Experience, including rules and procedures set forth by the Entity and required by the Experience, and those identified in the EKU Student Handbook, applicable Department or College Handbook, and all other EKU policies and procedures. I understand that violation of the terms of this Agreement, or for any other reason deemed appropriate by EKU or its representatives, that my participation in this Experience may be immediately terminated.
4. At any time, I acknowledge I can decide to discontinue participation in the externship course. If I decide to discontinue participation, the program faculty will work to identify an alternative placement or learning experience (e.g., clinical simulations). I acknowledge that alternate clinical sites may be limited and per the requirements of the program’s accreditor, the number of clinical simulations that can be used for eligibility for national licensure is limited. I acknowledge that discontinuing participation in the externship may result in a delay of completion of the externship course.
5. **Waiver of Liability**. I understand and agree that EKU does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety or that of my property while participating in this Experience at the Locations, which are operated by the Entities. I release EKU, and its Board of Regents, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands and causes of action for any and all loss of property, illness or injury to me, including death, arising out of, resulting from, occurring during or in any way connected with or caused by negligence or gross negligence of EKU and/or its Board of Regents, officers, employees, and representatives, that may be sustained by me participating in the Experience.
6. I, on behalf of my myself and anyone claiming interest through me, do hereby indemnify, and agree to hold EKU, and all its employees, regents, volunteers, and representatives of EKU from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, brought as a result of my participating in the Experience, whether such damage, injury, or loss results from negligence or some other cause, and to reimburse them for any such expenses incurred.
7. Should any provision or part of any provision of this Agreement be found to be void or unenforceable by any court of competent jurisdiction, then such provision or part thereof will be adjusted rather than voided, if possible, and the modified Agreement will remain valid and binding upon the Parties and in full force and effect.
8. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

**I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding this Experience and this Agreement.**

By signing below, I assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign below before I may participate in this Experience.

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Participant’s Signature Date