

The waiver and release on the following pages must be completed and submitted by any NSU student seeking to earn ExEL units or academic credit for either an internship or shadowing experience before they begin the internship or shadowing experience.

Follow the instructions below to complete and submit this document.

1. Complete all fields on the form on the computer. The fields have been made 'fillable', so they can be completed digitally.
2. Sign the completed document using one of the two methods below (NOTE: if the student is a minor, the parent(s)/guardian(s) of the student will need to sign, using either of the methods below as well)
 - a. Use the e-sign function – the signature line(s) is/are set up to use this function
 - b. Print, hand sign, and scan/take photos of the completed and signed document
 - i. If you take photos of the complete document, ensure that you take a photo of each page and that each photo is well-lit and clear
3. Upload the completed and signed document ...
 - a. *For internships* ... as an attachment to the Experience you created in Handshake
 - b. *For shadowing* ... to the assignment in the appropriate module in Canvas

NSU INTERNSHIP/SHADOWING WAIVER AND RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISKS

This is a legally binding Waiver and Release of Liability, Indemnification, and Assumption of Risks executed by _____ (the “Participant”).

This Waiver and Release of Liability, Indemnification, and Assumption of Risks is executed regarding a/an (select one) _____ internship _____ shadowing experience. (the “Experience”).

In consideration of my being allowed to utilize my participation in the Experience at (company/organization name) _____ (the “Site”) as part of my educational experience and/or as partial fulfillment of my degree requirements at NSU, I, the undersigned Participant, agree as follows:

PARTICIPANT ACKNOWLEDGMENT

1. I attest that I have voluntarily elected to participate in this Experience as part of my educational experience and/or as partial fulfillment of my degree requirements at NSU. I attest that NSU is not requiring me to participate in this particular Experience.

DISCLAIMER OF INSTITUTIONAL RESPONSIBILITY

2. I attest that I am individually responsible for the selection of this particular Site. I assume all responsibility to investigate and evaluate the content of any information provided by the Site, including, but not limited to, the bona fides and suitability of the Experience, as well as, the credentials of the individual or entity seeking students. I understand and agree that NSU cannot and does not guarantee (a) the truthfulness, completeness, or accuracy of any information provided by the Site; (b) the safety, quality, or academic merit of this Experience; or (c) the credentials of any person or entity seeking students for this Experience. I attest that my voluntary participation in this Experience does not constitute, and shall not be construed as:
 - a. An endorsement or approval by NSU, it’s Trustees, Officers, employees or agents of the business, entity, and/or person, nor their business practices; or
 - b. A warranty or representation by NSU as to the quality, integrity, legitimacy, safety, suitability, or other features of such Experience, the businesses/entities, and/or its owners or agent(s).
3. I understand and agree that NSU in no way represents or acts as agent for the Experience and/or Site, and that NSU in no way recommends, sponsors nor endorses the Experience and/or Site.

ASSUMPTION OF RISKS

4. I recognize and understand that there may be inherent dangers and risks, as well as, unavoidable and unforeseeable dangers and risks to which I may be exposed by participating in this Experience.
5. I am aware and understand that my Experience participation could involve risk of property damage and/or loss; psychological injury and/or emotional loss; and/or bodily injury, up to and including death. I understand that these outcomes or injuries may arise from my own or other’s action(s), inaction(s), or negligence.
6. **Nonetheless, I attest that I am voluntarily choosing to participate in this Experience and that I individually assume all risks arising out of my participation, both known and unknown to me.**

INDEMNIFICATION AND RELEASE OF LIABILITY

7. In consideration of my participation in the Experience, I, the undersigned, for myself and on behalf of my family, legal representatives, heirs and personal representatives if I am deceased, hereby release, waive, forever discharge and agree not to sue NSU, its governing board, officers, agents, employees, and any students acting as employees (hereinafter "Releasees"), from and against any liability for any injury, damage, claim, loss, demand, action, inaction, cause of action, cost and expense (including, without limitation, reasonable attorneys' fees) of any nature whatsoever, which I, my family, legal representatives, heirs or personal representatives may now have or have in the future against the Releasees on account of bodily injury, death, property damage, or accident of any kinds, arising out of or in any way related to my participation in the Experience, WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES, OR OTHERWISE; whether that participation is supervised or unsupervised; while I am in, upon, or in transit to or from the premises of the Experience; while engaging in any adjunct activity that may occur or is being conducted in the training offered at or through the Site; or however the injury or damage is caused.

8. In consideration of my participation in the Experience, I agree to indemnify and hold harmless the Releasees, from any and all causes of action, claims, demands, damages, liabilities, losses, costs or expenses of any nature whatsoever (including, without limitation, reasonable attorney's fees) asserted against or incurred by NSU and/or the other Releasees and arising out of or in an way relating to my participation in the Experience.

9. I further agree that the Release shall be construed in accordance with the laws of Florida and venue shall remain in Broward County, Florida.

10. Should any term or provision of this Release be deemed illegal, unenforceable, or in conflict with any law, governing this Release, the validity of the remaining portions shall not be affected.

ACKNOWLEDGMENT

I REPRESENT TO NSU THAT (I) NSU HAS INFORMED ME THAT BY SIGNING THIS DOCUMENT I MAY BE RELEASING AND WAIVING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE, AND THAT I SHOULD READ THE DOCUMENT CAREFULLY AND UNDERSTAND IT FULLY BEFORE SIGNING, (II) I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS AND THE EFFECT OF ITS TERMS AND PROVISIONS, (III) I SIGN THIS RELEASE AS MY OWN FREE ACT AND DEED, (IV) WITH RESPECT TO THE MATTERS SET FORTH IN THIS RELEASE, NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN HAVE BEEN MADE TO ME BY THE UNIVERSITY, (V) I AM OVER EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS RELEASE, AND (IV) I EXECUTE THIS RELEASE FOR COMPLETE AND ADEQUATE CONSIDERATION, FULLY INTENDING TO BE LEGALLY BOUND BY SAME.

Signature of Participant

Print Name of Participant

Date

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF NSU USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM NSU IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND NSU HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature of Participant's Parent/Legal Guardian

Signature of Participant

Print Name of Participant's Parent/Legal Guardian

Print Name of Participant

Date

Date