**COKER COLLEGE**

**School-Affiliated**

**Program**

**Agreement and Release**

1. The undersigned, an applicant for an offsite program (hereinafter “the Program”) overseen by Coker College (hereinafter “the College”)understands that in consideration for my being permitted to participate in a program overseen by Coker College I hereby waive and release the College, its agents and employees from and against all claims or causes of action which I may have, now or in the future, relating to an injury, loss, damage, accident, delay or expense resulting from participation in the Program, including, without limiting the generality of the foregoing, the use of any vehicle, the occurrence of strikes, wars, acts of terrorism, governmental restrictions or regulations, or the acts or omissions of any water carrier, airline, railroad, bus company, taxi service, hotel, restaurant, school, university or any other firm, agency, company or individual. I hereby agree to exonerate, indemnify and hold the College, its agents, and employees harmless from and against any and all obligations or liabilities which for I may become liable as the result of damage or injury to the person or property of others while participating in the Program. I expressly acknowledge and agree that the College, its agents and employees shall not be responsible for any injury or loss whatsoever suffered by me during periods of program participation or during any absence from activities supervised by the College. This waiver and release specifically includes acts of negligence by the College, its agents and employees.

2. During my participation in the Program, I hereby grant the College, its employees and agents full authority to take whatever actions they may consider to be warranted under the circumstances regarding the protection of my health and safety, and I hereby release each of them from any liability for any such decisions or actions as may be taken by them in connection therewith. The authority granted in the preceding sentence shall include the right to place me, at my own expense, and without further consent, in a hospital, within the United States or abroad if applicable, for medical services or treatment, or if no hospital is readily accessible, to place me in the hands of a local medical doctor for treatment. If it’s deemed necessary or desirable by the College, its employees or agents, I authorize them to transport me back to my home/place of residence, by Commercial airline or otherwise, at my own expense for medical treatment. Provided, however, I hereby confirm and agree that the College has absolutely no duty to take any action whatsoever on my behalf.

3. I understand, absolutely and without equivocation, that while participating in the Coker College Program I am a representative of Coker College and bound to behave in such a manner that represents the College in the best light. Coker Colleges does recognize that while participating in an offsite Coker College sponsored program, I may find myself in an atmosphere where alcohol is served. I understand that Coker College, its agents and employees do not condone the use of alcohol at any time by individuals under the legal drinking age regardless of the circumstances. Should I decide to consume alcohol at a function sponsored by the Program or while studying or working in my capacity at the Program site, I agree to behave in a professional manner and to be an ambassador of the College. I understand that my participation in the Program can be terminated by the College, its agents/employees, if the consumption of alcohol leads to behavior that is inappropriate or if the consumption of alcohol is by a minor as defined by the law.

4. I hereby agree to comply with all rules, standards and instructions relating to student behavior which are promulgated by the College or those institutions, firms or agencies. I agree that the College, its employees and agents shall have the right to enforce appropriate standards of conduct, and that the College may, at anytime, terminate my participation in the Program in the event of any failure to abide by any such standard of conduct. If my participation in the Program is so terminated, I agree to return to my home/place of residence, if applicable, immediately thereafter, at my own expense, and the College shall be under no obligation to refund any portion of the fees and other charges which have accrued but have not then been paid.

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5. I hereby agree and acknowledge that my presence in the institution or company property or on their premises holds me liable for any damages that I incur during my participation in the Program and that I will be required to cover at my own expense any additional costs.

6. When participating in activities arranged by the supervisor, I agree to represent the College and myself as a paraprofessional. I will also accept in good faith the instructions and suggestions of the College or their agents in all matters relating to the Program including the personal conduct of Program participants as well as activities Program participants will engage in. I understand that, from time to time, the College’s publicity materials may include statements by and/or photographs of Program participants and I hereby consent to such use of my comments and photographic likeness.

7. In the event that the College, its employees or agents shall advance or loan any monies to me or shall

incur expenses on my behalf, while I am a participant in the Program, I hereby agree to repay any such

advances, loans or expenses immediately upon my return to my home/place of residence.

8. I hereby acknowledge that the College reserves the right to make cancellations, substitutions or changes in the Program. I agree to adhere to the refund policy published in the College catalog or if not addressed specifically therein as published in guidelines presented to me prior to the start of the Program.

8. All references in the Agreement and Release to the College and their employees or agents shall include the officers, directors, staff members, program directors, group leaders, employees, agents and affiliates of the College, as well as the onsite supervisors overseeing in the experience, as the case may be.

9. This Agreement shall be interpreted, enforced and governed under the laws of the State of South Carolina. I understand that if any portion of this Agreement is found to be invalid or unenforceable that the remainder of the Agreement will not be affected and will remain in force.

10. I hereby acknowledge that I have read the terms and conditions set forth in this Agreement and Release and the Program descriptions published by the Student Experience Office, and that I have had the opportunity to consult with my parents, friends or other advisors. I understand that this Agreement and these announcements constitute the entire agreement between the College and me.

11. I understand the legal consequences of signing this Agreement and Release, which includes releasing Coker College from all liability and promising not to sue Coker College or its representatives.

12. I certify that I am 18 years or older.

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Date Student (print name)

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Program Signature

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Faculty Member