Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in an internship off campus.

Mount Holyoke College is a non-profit educational institution. References to Mount Holyoke include Mount Holyoke College, its trustees, employees, volunteers, students, and participating organizations, agents, assigns, and anyone else participating in the activities described below.

I freely choose to volunteer as an intern at the organization indicated above for the purpose of personal business and social service skills and experience (henceforth referred to as the Internship) and freely accept all the risks associated with the Internship. I expressly agree that I am not an employee of Mount Holyoke and have no employee rights or benefits including, without limitation, any workers’ compensation benefits.

I understand that Mount Holyoke College is not an agent of, and has no responsibility for, any third party including without limitation any sponsor that may provide any internships, equipment, training or activities associated with the Internship.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm me or others. I understand that Mount Holyoke College has not reviewed, certified, or investigated the Internship and makes no statement or warrantee as to the safety of said Internship. I agree to observe the rules and practices which may be posted or advised by Mount Holyoke College or the Internship Host. I agree that if I fail to act in accordance with this agreement I may not be permitted to continue to participate in the Internship.

Despite precautions, accidents and injuries can and will occur. I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Internship participation. Therefore I ASSUME ALL RISKS RELATED TO THE ACTIVITIES including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons.
- Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft or loss of personal property during the Internship or any Internship related travel.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- Alteration including delay, extension or cancellation of the Internship due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further understand that the above list is not inclusive of all possible risks associated with the Internship or the use of facilities, equipment, or services in association with the Internship, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this Internship is an acceptance of risk of injury.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of Mount Holyoke’s support of the internship, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE Mount Holyoke College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Mount Holyoke College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services in association with the Internship howsoever the injury is caused, including whether by the ordinary negligence of Mount Holyoke College or otherwise.

In consideration of Mount Holyoke’s support of the internship, I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Mount Holyoke College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the facilities and my use of facilities, equipment, or services in association with the Internship.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Internship and the use of facilities, equipment, or services in association with the Internship, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Internship.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Internship and my use of facilities, equipment, or services in association with the Internship, and that by this agreement I am relieving Mount Holyoke College of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Mount Holyoke College support of the Internship.

This agreement shall be construed and enforced in accordance with Massachusetts law and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Massachusetts law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at ___________ on this day of ___________.

Signature: ____________________________________________ Date: ___________________________ day/month/year
Witness: ____________________________________________
Witness Address: ____________________________________
Witness Name Printed: ________________________________

Signatures need not be notarized but must be witnessed.