FURMAN UNIVERSITY

CONSENT, GENERAL RELEASE, AND INDEMNITY AGREEMENT

I, the undersigned (“Participant”), hereby make application to Furman University (herein called “Furman”) to participate in an Off-Campus Furman Experience which will take place in ______________________ (location).

This Agreement applies to off-campus student experiences that do not include travel, other than standard commuter travel, and will take place between August 2020 and December 2020.

In consideration of the acceptance of such application and permission for the Participant to so participate, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned, hereby agree to:

1. Assume and accept all risks associated with (or arising out of or related to) my participating in the Experience and to be solely responsible for any injury, loss, or damage which I might sustain while participating in the Experience.

2. To maximum extent permitted by law, release, discharge, exonerate and absolve Furman, its officers, trustees, instructors, employees, agents, representatives, successors and assigns from any and all responsibility for, and agree to indemnify each thereof against and hold them harmless from, any and all obligations, liabilities, claims, demands, costs and expense, including reasonable attorney’s fees, arising out of or in any way connected, directly or indirectly, with any of the following:
   
   A. Any and all claims of whatever kind and nature for injury, loss, damage, accident, delay, irregularity, or expense arising from the use of any vehicle or service, strikes, war, weather, sickness, pandemic including but not limited to COVID-19, quarantine, government restrictions or regulations, or from any act of omission of any common carrier, airline, watercraft, railroad, or bus;

   B. Any intentional or unintentional injury or damage, whether or not resulting in death, to the Participant or the parents or guardian, whether caused by some third party or third person, or caused in whole or in part by the Participant, whether alone or together or in association with others, to any other person or persons;

   C. Any intentional or unintentional damage or injury to property, whether personal, real or mixed, owned or used by or in the custody or possession of the Participant, whether caused by some third party or third person, or caused in whole or in part by the Participant, whether alone or together with or in association with others;

   D. Any financial or other obligation incurred by the Participant during the Experience, including without limitation, obligations or liabilities incurred by the Participant in any location in which the Experience takes place;

   E. The taking, processing, publishing or otherwise using of photographs of the Participant, either alone or with others, in any way deemed desirable by Furman in its sole discretion; Furman being hereby granted full permission to so take and use photographs of the Participant.

   F. The copying, publishing or otherwise using of all or a portion of the reflection paper, abstract, or summary of the Participant, in any way deemed desirable by Furman in its sole discretion; Furman being hereby granted full permission to so take and use the reflection paper or summary of the Participant.

3. The undersigned Participant hereby consents and agrees not to sue or bring suits or equitable action of any kind against Furman University or any of its officers, trustees, instructors, employees, agents, representatives, successors and assigns for or in any matter covered by the foregoing consent, general release and indemnity agreement.

4. The undersigned Participant agrees to abide by the policies and procedures of the off-campus site hosting the Experience (“off-campus host”) and will participate only in assignments and tasks within the realm of the training provided by the off-campus host.
By typing my name* below, I hereby certify that I have read any relevant literature for this program and agree without reservation to all the conditions of operation and deportment set forth therein.

Participant __________________________________ Date __________________________________

*Your typed name is your electronic signature.