



Center for Community Engagement
and Service Learning

Service-Learning & Community Experience Course Student Packet

1. Release of Liability and Assumption of Risk Agreement Form
2. Transportation Release and Informed Consent Form
3. Safety Tips & Conduct Expectations

Please print and complete the forms and turn them into your instructor.

WCU Center for Community Engagement and Service Learning
273 Belk Building
828-227-2091

Updated 8/2024

Participant Release of Liability & Assumption of Risk Agreement

****READ BEFORE SIGNING****

Program/Trip/Activity: _____

Participant(s) Name: _____

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** of others and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participants. If I observe any unusual significant hazard during my presence or participation, I will remove myself or dependents from participation and bring such to the attention of the nearest official immediately.
4. I will notify a Western Carolina University host employee of relevant medical conditions or considerations prior to participation in activity.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, IDEMNIFY, AND HOLD HARMLESS** Western Carolina University and its trustees, officers, agents, employees, representatives, and assigns, and the University of North Carolina and its governors, officers, agents, employees, representatives, and assigns, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the activity (RELEASEES), from any and all claims, demands, losses, and liability arising out of or relates to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANT OR MINOR AGE (UNDER 18 AT TIME OF REGISTRATION) This is to certify that, as parent/guardian with legal responsibility for this participant, do consent and agree to their release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability and incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X _____

Participant Signature

Age

Date

X _____

Guardian (if participant is under 18) Signature

Age

Date

Transportation Release and Informed Consent

Name of Participant: _____

Name of Program: _____ Dates of Program: _____

It is expressly understood that I am solely responsible for any personal injury to myself and others when using privately owned vehicles for transportation to and from any Program-related activities. If I use my privately owned vehicle to travel to and from Program-related activities, I will ensure that my automobile liability insurance policy, providing third party bodily injury and property damage insurance coverage, will be in full force and effect and that the terms and provisions of such policy do not exclude third party liability coverage incident to such transportation.

I hereby acknowledge and accept all risks associated with private travel to and from Program-related activities, and I hereby release Western Carolina University, its governing board, officers, employees, agents, volunteers and representatives from any and all liability to myself, my personal representatives, estate, heirs, next of kin and assigns for any and all illness or injury to my person, including death, that may result from or occur during transportation before, during or after a Program-related activity, whether caused by negligence of WCU, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless WCU and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligence or intentional act or omission.

Signature of Participant: _____

Date: _____

Printed Name of Participant: _____

Safety Guidelines & Conduct Expectations

- Comply with the WCU Student Code of Conduct
- Travel in pairs or groups as much as possible; if traveling alone, tell a classmate or friend about your service site/location and the (approximate) time you expect to return to campus.
- Drive carefully.
- Keep your cell-phone handy in case of emergencies, such as the breakdown of your car; however, do not use your cellphone while operating a vehicle.
- Dress appropriately and if in a virtual environment, adhere to appropriate social standards (i.e. consider your apparel, background, noises, etc.)
- Use appropriate language.
- These are substance-free activities. Do not consume alcohol, regardless of your age, and do not perform services under the influence of illegal substances.
- Follow all rules and/or guidelines of the agency for which you are serving
- Do not engage in activities beyond the scope of your service project.
- Do not give agency clients a ride in a private motor vehicle.
- Do not engage in or tolerate talk or behavior of a sexual nature; and if you feel harassed, tell your agency supervisor, course instructor, and/or the service-learning project coordinator.
- Do not enter into an amorous or sexual relationship with a client during the term of your service.
- During the term of your service, do not engage in any type of private business activity with a client which may compete with your service-learning activity.
- Do not have contact with anyone in the service setting in a harmful and/or violent manner.
- Inform the agency representative of any problems that occur while you are performing services.
- If you feel uncomfortable with or unsafe at your current service site, contact your course instructor, project coordinator, or the Center to report your concerns and to request an alternate site.

***Prohibited Activities*:** There are certain activities that Western Carolina University students, faculty and staff may not perform in the course of their service learning/community service projects. The prohibited activities include:

- Aiding or engaging in partisan political activities
- Organizing or engaging in protests, petitions, boycotts, or strikes
- Engaging in religious instruction, conducting worship services, or engaging in any form of proselytizing
- Activities that pose a significant safety risk to participants
- Assignments that displace employees