

## Academic Internship Course: Student Agreement

### **DECLARATION**

I have fully read the University policies on internships and agree to abide by the rules and regulations of Tiffin University's Internship Procedure Guide. I understand that all university rules on student conduct and academic honesty apply to me while on my internship. I understand that the obtaining and successful completion of the internship is my responsibility. I understand that some internships require medical tests, criminal background or credit checks, or security clearance applications, and that failure to complete such a check, or failure to pass the check, may render me ineligible for the internship. I understand that Tiffin University has no responsibility for undertaking or performing the background check and that it is my obligation to ensure I am aware of such requirements and fulfill them. It is my responsibility to be completely honest and forthcoming about any potentially disqualifying information, and failure to do so may violate provisions of the University's Academic Honesty policy and be grounds for university dismissal.

### **STUDENT PARTICIPATION AGREEMENT**

This Student Participation Agreement ("Agreement") is entered into on the day of submission of this internship application, a Student of Tiffin University on behalf of himself/herself, his/her heirs, family, personal representatives, successors and assigns ("Student") and Tiffin University on behalf of the board of trustees, board of directors, officers, employees, professors, agents, successors, and assigns ("TU") who agree to be bound by the terms and conditions set forth below. Student and TU may be individually referred to herein as "Party" or collectively "Parties."

#### RECITALS:

- A. Student wishes to participate in an INTERNSHIP with Organization/Employer listed within the internship application in the city and state listed within the internship application;
- B. TU wishes to provide the opportunity to Student to participate in the Activity;
- C. The Parties, as their desire to fully and completely resolve all matters relating to the Activity, enter into this Agreement to formalize the Parties' rights and obligations pursuant to the terms and conditions set forth herein.

#### PROVISIONS:

In consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Participation in Activity: TU shall allow Student to participate in the Activity Student has voluntarily elected to participate in, provided Student strictly complies with this Agreement; all TU policies, rules and procedures; all State and Federal laws and regulations; and all laws and regulations in the location of the Activity. Student fully acknowledges, understands and appreciates the dangers, hazards, and risks involved in all aspects of the Activity, including without limitation, transportation and any independent activities Student may undertake supplemental to the Activity. Further, Student fully acknowledges, understands and appreciates these dangers and risks may result in injury and impairment to Student's body, mind, general health, personal property, and could include serious or even mortal injuries and property damage.
2. Assumption of Risks: Knowing the dangers, hazards, and risks of Activity and all possible related activities related to Activity, and in consideration of being permitted to participate in the Activity, Student hereby assumes all risks and responsibilities related to Student's participation in the Activity, including without limitation, transportation and any independent activities Student may undertake supplemental to the Activity. If Student is also an employee of TU, Student hereby represents and warrants that participation in the Activity is not within the scope of Student's employment with TU.

3. Health / Medical Treatment / Insurance: Student represents and warrants he/she is healthy and does not have any health-related issues that would preclude, restrict, or in any way affect Student's ability to participate in the Activity. Further, Student represents and warrants Student has sufficient medical insurance to fully cover any injuries and/or damages that may occur to Student or Student's property while participating in the Activity. If Student is a driver that will drive while participating in the Activity, Student hereby represents and warrants that Student has sufficient automobile liability insurance coverage including medical pay. Student hereby grants TU and any other third party the permission and authorization to provide or request to provide medical treatment by a third party, if deemed necessary by TU or the third party. TU and any other third party shall not be responsible for providing, requesting to provide or failing to provide or request to provide medical treatment to Student.
4. Publicity and Photo Documentation: Student acknowledges and agrees that TU may photograph, televise, or reproduce Student's likeness, image, voice, statements, etc. for publicity and educational purposes or for any other use TU chooses, at TU's sole discretion.
5. Limitation of Liability and Release: In no event shall TU, or the board of trustees, board of directors, officers, employees, professors, agents, successors, or assigns of TU be liable to Student or Student's family, agents, representatives, heirs, successors, or assigns, or any third party for any damages or loss relating to Activity. This limitation applies to all potential causes of action, including but not limited to, breach of contract, breach of warranty, fraud, gross negligence, negligence, strict liability, intentional acts and omissions, misrepresentations, and other torts. In conjunction with the Release, Waiver of Liability and Hold Harmless Agreement attached and incorporated by this reference, Student on behalf of Student and his/her family, agents, representatives, heirs, successors, and assigns completely, irrevocably, and unconditionally releases and forever discharges TU, the board of trustees, board of directors, officers, employees, professors, agents, successors and assigns of TU from and against any and all claims, demands, lawsuits, causes of action and/or liability whatsoever involving any matter arising out of or in any way related, directly or indirectly, to Activity and further, Student on behalf of Student, Student's family, agents, representatives, heirs, successors, or assigns unconditionally releases and forever discharges TU, and the board of trustees, board of directors, officers, employees, professors, agents, successors, or assigns of TU with respect to any other transaction, event, or occurrence through and including the date of this Agreement, whether now known or unknown, relating to Activity and/or TU.
6. Indemnification: Student on behalf of Student, Student's family, agents, representatives, heirs, successors, or assigns shall completely indemnify, defend, hold harmless, release, and reimburse TU and the board of trustees, board of directors, officers, employees, professors, agents, successors, or assigns of TU from and against any and all demands, damages, claims, causes of action, obligations, liabilities, and expenses (including court costs and attorney fees) whatsoever which any person or entity ever had, now has, or may hereafter have against TU, the board of trustees, board of directors, officers, employees, professors, agents, successors and assigns of TU related in any way to Activity and any and all matters related thereto, directly or indirectly, whether known or unknown on the date of execution of this Agreement.
7. Covenant Not to Sue: Student on behalf of Student, Student's family, agents, representatives, heirs, successors, or assigns shall not file or assert any claims, causes of action, suits, complaints, or grievances against TU and the board of trustees, board of directors, officers, employees, professors, agents, successors, or assigns of TU related in any way to the Activity or any other matter pre-dating the date of this Agreement, whether known or unknown on the date of execution of this Agreement. Student agrees that if he/she does file any such Claim in any court or other venue, then Student shall not oppose a motion to dismiss based upon the release contained in this Agreement.
8. Authority; Entire Agreement: Student acknowledges that she/he has full power and authority to participate in the Activity and enter into this Agreement, that she/he has read the stated

conditions, and that she/he agrees to abide by said conditions. The Recitals set forth above are an integral part of this Agreement and are incorporated herein by this reference. This Agreement contains the entire agreement between the Parties, and there are no collateral agreements between the Parties. This Agreement was mutually negotiated, drafted and reviewed and shall not be construed against any Party.

9. Advice of Counsel: Student acknowledges he/she was encouraged and provided with the opportunity to engage and consult legal counsel with respect to the terms of this Agreement. Student, by signing this Agreement, acknowledges either he/she obtained advice of legal counsel or expressly chose not to seek advice of legal counsel.
10. Modifications and Execution: This Agreement shall not be modified, altered, or amended unless such subsequent agreement is in writing, signed, and agreed upon by all Parties. This Agreement may be executed in counterparts and photocopy and facsimile signatures shall be deemed originals for all purposes.
11. Severability/Non-Waiver: If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation and effect to the provision of this Agreement so determined to be invalid or unenforceable. TU'S failure to proceed with enforcing this or any other agreement/account of student shall not in any way be construed as waiver of TU's ability to proceed with any and all legal and available remedies.
12. Governing Law/Forum: This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Ohio. Any cause of action relating to the enforcement of this Agreement shall be brought in the Seneca County Common Pleas Court, Tiffin, Ohio.

#### **NONDISCRIMINATION POLICY**

Tiffin University is committed to a policy of nondiscrimination and equal opportunity for employees, applicant for employment, students or applicant for admission, access to educational opportunities on the basis of race, religion, personal appearance, color, sex, pregnancy, political affiliation, social-economic class, place of business, residence, religion, creed, ethnicity, national origin (including ancestry), citizenship status, physical or mental disability, age, marital status, family responsibilities, sexual orientation, gender identity, gender expression, veteran or military status (including special disabled veteran, Vietnam-era veteran, or recently separated veteran), predisposing genetic characteristics, domestic violence victim status or any other protected category under applicable local, state or federal law, including protections for those opposing discrimination or participating in any resolution process on campus or within the Equal Employment Opportunity Commission or other human rights agencies. All complaints of sexual harassment/misconduct, domestic violence, dating violence, bullying, cyber-bullying, stalking, or discrimination should be reported to [www.tiffin.edu/about/title-ix/](http://www.tiffin.edu/about/title-ix/).