

## ASSUMPTION OF RISK AND RELEASE AND INDEMNIFICATION AGREEMENT

Regent University organizes opportunities and excursions available to students, faculty, alumni, and staff to provide them with community service and experiential learning opportunities that are critical to the growth and development of students. Please read and sign the statement below.

I understand that Regent University does not and cannot ensure that participation in community and experiential activities is free from risk. Participants may be exposed to risks during both supervised and unsupervised time. With this in mind, I wish to participate in the community service or experiential activity described below (the "Assignment"), and I understand the nature of the Assignment and the potential risks involved, including risks of personal injury and death and property damage or loss. I assume sole and full responsibility for my safety during participation in the activity.

ASSIGNMENT DESCRIPTION:		
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DATES:		
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In consideration of participation in the Assignment, I agree as follows:

- 1. I will comply with all directions of the Assignment details before, during, or after participation in the Assignment.
- 2. Regent University cannot be held responsible for the personal actions of any participant, including myself, which may result in financial plight, involvement with local police authorities, loss of personal effects, or for any illness and/or accident to any participant engaged in the Assignment.
- 3. I understand that I am responsible to uphold the Standard of Personal Conduct, which is found in the Student Handbook and governs the behavior of Regent students both on and off campus. Additionally, Regent University has the authority to establish rules necessary for the operation of the Assignment, and should Regent University decide that an individual must be separated from the Assignment because of violation of such rules, for disruptive behavior, or for conduct which could bring the Assignment and/or college into disrepute or danger, that decision will be final and without appeal. All loss and expense incurred in the event of the termination of my participation in the Assignment including the cost of travel and loss of academic work, must be borne by me. Furthermore, Regent University will not provide remedy for loss of academic work. I will bear full responsibility and academic consequence for the Assignment termination.
- 4. In accordance with the University's policies that prohibit the possession and use of alcohol, illegal drugs and tobacco in on-campus housing, I understand that my place of residence during this program will also be subject to these restrictions. Possession and/or use of alcohol, illegal drugs or tobacco in the residence that is provided to me for this experience will result in disciplinary action from the university.
- 5. Regent University and its employees act only in the capacity of facilitators of the community service/experiential activities, and I hold them free of responsibility for any loss, injury or damage to person, property or otherwise in connection with any accommodations, transportation, or other services resulting, directly or indirectly, from accidents, acts of government or other authorities, *de jure* or *de facto* wars, whether declared or not, hostilities,

civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, delays or cancellations or changes in itinerary or schedules, or from any causes beyond the control of Regent University and its employees. Regent University and its employees shall not become liable or responsible for any additional expense or liabilities sustained or incurred by me as a result of any of the foregoing causes.

- 6. Should I sustain any personal injury of any kind or any property damage as a result of participation in the Assignment, I hereby release, and shall indemnify, defend and hold harmless Regent University and its governing board, faculty members, agents, employees and student organization leaders from any and all liability, claims, actions, injury or harm to me, or from damage to my property. I understand that this Agreement covers liability, claim, and actions caused entirely or in part by any act or failure to act by Regent University (or its board, faculty, employees or agents), including, but not limited to negligence, mistake or failure due to supervise by Regent University. This Agreement covers all aspects of participation in the Assignment.
- 7. This Release and Waiver shall be construed under the laws of the Commonwealth of Virginia and I agree to submit any claims hereunder or otherwise arising out of the Program to binding arbitration in Virginia Beach, Virginia, under the rules of the American Arbitration Association. Each party shall bear its own expenses in such arbitration.

I have read this entire Agreement. I fully understand it, and I agree to be legally bound by it. No oral representations, statements or inducements have been made with regard to this Agreement or the Assignment.

Name (please print):	
Signature:	Date: