

# Sweet Briar College

## PACE Program

### Warning, Waiver, Covenant and Release of Liability and Agreement to Participate

In consideration of being permitted to participate in any way, including travel to and from sites of PACE internships or activities, training, meetings, placement and related events and activities of the PACE Program, I \_\_\_\_\_ (Print Participant's Name) hereby acknowledge, understand and agree as follows:

1. That if I use my personal automobile in my volunteer service, I will keep in effect automobile insurance that meets or exceeds the minimum limits required by The States of Virginia and/or my state of residency.  
Current Driver's License Number \_\_\_\_\_ Issue Date \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Expiration Date \_\_\_\_\_ Issuing State \_\_\_\_\_
2. That my participation through the PACE Program does not make me an employee or agent of Sweet Briar College ("SBC").
3. That I am participating of my own free will; therefore, I voluntarily agree to assume and take on all of the risks and responsibilities associated with participation in above listed programming activities and all other programs and activities related to the PACE Department Program.
4. I hereby release SBC, its directors, officers, employees, agents and representatives for any loss, damage, injury, or death to person or property sustained by me in any way related to my participation in internships, activities, training, meetings, and related events of the PACE Program. I further waive all rights to sue and agree to hold harmless and indemnify SBC, its directors, officers, employees, representatives, and agents from and against, any and all claims, losses, damages, or liabilities, including but not limited to those related to or arising from any injury or death to any person or damage to or destruction of property, by whatever cause, including any act or omission, negligent or otherwise, on the part of the College, its employees, representatives or agents, or on the part of any other person arising from or related to me participation in any Education Department programs or activities.
5. That by executing this release and covenant not to sue, I am waiving certain rights, including, among others, any and all right to sue SBC for injuries, damages or losses that I may incur.
6. That this release shall be binding on my heirs, executors, administrators, and assigns as well as myself.
7. That I will not deviate from the written outline approved in advance by the Education Department's primary official and partner agency program director regarding sponsored theme activities for any of the Education Department programs or activities.
8. That it is my responsibility to seek clarification when I am uncertain of instructions or risks associated with any PACE Program components/activities.
9. That no alcohol or illegal drugs or substances may be used or be present in my bloodstream during PACE programs or activities.
10. That I may come into possession of certain information, including information communicated to me orally, obtained through observation, or contained in documents or data files to which I may have access that is confidential. I agree not to make any unauthorized disclosure of this confidential information except as may be required by applicable law provided; however, that I understand that I may be required under the laws of Virginia to report certain information specifically including (but not necessarily be limited to) expressions of suicidal ideation, homicidal ideation, and suspected child abuse and neglect.
11. I acknowledge that my failure to adhere to the terms of this agreement constitute grounds for immediate dismissal from participation in any PACE programs/components or activities at the discretion of the program Administrator or the Dean.

**I HAVE READ THE ABOVE WARNING, WAIVER, COVENANT AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE, AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND THE CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW.**

Participant: \_\_\_\_\_ (Please Print Name) Signature: \_\_\_\_\_ Date \_\_\_\_\_

#### **FOR PARENTS/GUARDIAN OF PARTICIPANTS OF MINORITY AGE (UNDER 18 AT THE TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her execution of this Warning, Waiver, Covenant and Release of Liability and Agreement to Participate and for myself, me heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless SBC, its directors, officers, employees, agents, and representatives listed above from and against any and all claims, losses, damages, or liabilities incident to my minor child's participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

Parent/Guardian: \_\_\_\_\_ (Please Print Name) Signature: \_\_\_\_\_ Date \_\_\_\_\_