

**WIDENER WORKS STUDENT ASSUMPTION OF RISK, RELEASE, INDEMNITY,
HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT**

Widener Works, an Externship (Job Shadowing) Program (“Externship Program”) facilitated by the Career Services staff at Widener University, is an optional program that assists participating students researching possible career paths, connecting students and alumni, and expanding students’ professional networks. In addition to complying with all Widener University policies and procedures, as a student participating in the Externship Program, I agree to the following:

1. I understand that the University does not guarantee an externship match with a host. While the Career Services staff and Sciences Division faculty attempt to make appropriate assignments based on interests and career paths, I understand that it is my responsibility to investigate fully any potential host and host site. Final acceptance of a host assignment, including all terms and conditions proposed by the organization, is my decision. _____

2. I must participate actively with the Career Services staff throughout the entire process, including the following:
 - a. Attend mandatory orientation
 - b. Communicate with my assigned host prior to selected dates of the shadowing experience
 - c. Communicate with my assigned host and Career Services staff should anything change or need to change in my assignment or participation of the Externship Program_____

3. I understand and acknowledge that participating in the Externship Program does not create any employment relationship with the externship host and that I will not be paid for my participation in the Externship Program. _____

4. I voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of my participation in the Externship Program. _____

5. Widener’s Career Services staff may act on my behalf with prospective externship hosts and organizations to share information about me, as reasonably related to the externship matching process, and/or other information related to my participation in the Externship Program. I hereby release Widener University, its affiliates, trustees, officers, employees and agents and all of their respective heirs, successors and assigns, and my prospective, current and former employers from any and all claims, liability and damages arising from the exchange of such information. _____

6. I will contact the Career Services staff if any aspects of the opportunity change that are inconsistent with the agreed upon terms and conditions or if the duties or environment become detrimental to my mental or physical well being. _____

7. I am subject to and will comply with all policies, procedures, and schedules established by the host and participating organization. _____

8. Choice of Law, Jurisdiction, Venue and Waiver of Jury Trial

This Agreement shall be governed by and construed under the laws of Pennsylvania. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my participation in any part of the Externship Program, shall be brought only in the Court of Common Pleas of Delaware County, Pennsylvania and I consent to the exclusive jurisdiction and venue thereof.

I hereby agree to waive any right to trial by jury in any action brought to me in any way related to the externship program, including actions for death, personal injury, or property damage. _____

9. Covenant Not to Sue

On behalf of myself and my personal representatives, heirs, executors, administrators, successors, assigns and any and all other persons, firms, employers, corporations, associations, or partnerships, I covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action at law for any damages, relief, or compensation, which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to any claimed negligence on the part of Widener University arising out of my participation in any part of the Externship Program. _____

10. Release, Indemnity and Hold Harmless Agreement

On behalf of myself and my personal representatives, heirs, executors, administrators, successors, assigns and any and all other persons, firms, employers, corporations, associations, or other persons, firms, employers, corporations, associations or partnerships, I, the undersigned, in consideration of my participation in the externship program and the University's role therein, do hereby release, discharge, waive all claims against and covenant to hold harmless Widener University and its affiliates, its board of trustees, administration, faculty, staff, and all other officers, directors, employees and agents or any one of more of them, or their executors, administrators, heirs or assigns (hereinafter the "Widener Parties"), from any and all present and future claims, demands, damages, costs, expenses, actions, and causes of action, including, but not limited to, claims of negligence by said Widener Parties, on account of injuries to my person or property and even injuries resulting in my death, arising out of or in connection with my participation in the externship program. I intend for this release and indemnity agreement to protect to Widener Parties from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, of mine, my parents or guardians, my estate, my spouse (if married) or any other person or entity, on account of injuries to me person or property, and even injuries resulting in my death.

I further agree to indemnify the Widener Parties and to hold them forever harmless from all claims, demands, damages, costs, expenses, actions and causes of action, present or future, including but not limited to claims of negligence by the Widener Parties that may accrue to any person or entity as a result of any property damage, injuries, or death, that may occur to me or that may be caused by me as a result of my participation in the externship program.

I hereby expressly agree to hold harmless the Widener Parties from any and all claims, losses, costs or expenses of any kind, which said parties may incur as a result of any lawsuit, claim or demand made by me or my heirs, executors, administrators, successors, and assigns against the Widener Parties for any of the activities contemplated herein.

_____By initialing here, I represent that I have read and understand this section.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not a mere recital. I have been given ample time to read and understand this Agreement, and fully accept its contents and conditions and agree to them by signing this Agreement voluntarily. I am aware that by signing this Agreement I am waiving certain legal rights which I/or my heirs, next of kin, executors, administrators, and assigns may have against the Widener Parties. The information I have provided is disclosed accurately and truthfully and I intend to be legally bound by this Agreement.

SIGNATURE IS REQUIRED

I hereby certify that I am at least eighteen (18) years of age and competent to sign this document or, if not, that I have secured below the signature of my parent/guardian as well as my own. By signing, the parent/guardian certifies that all information on this document is accurate and true.

Student Name

Witness Name

Student Signature

Date

Witness Signature

Date

Parent/Guardian Name

Relation to Student/Employee

Parent/Guardian Signature

Date