

ASSUMPTION OF RISK AND RELEASE AGREEMENT
Student Professional Field Experience

Please type or print clearly:

Name: _____

Banner ID: _____

Entities [*name of companies or organizations providing the professional field experience*]: _____

Department [the department at Xavier]: _____

Academic Year: 20____-20____

Location(s) [*off-campus locations of the professional field experience*]: _____

Date(s) of Experience: _____

- I. **Participation Acknowledgement.** I am participating in the professional field experience with the Entities as part of my educational experience in the Department at Xavier during the Academic Year listed above (the “Experience”). I acknowledge that the last page of this Agreement lists the classes that include professional field experiences. I assert that I am enrolled in one or more of the classes listed for this Department, and I understand that Experiences in those classes will be covered by this Agreement. I understand that these Experiences will be conducted at the various off-campus Locations listed above. I understand that these Experiences may include but are not limited to the following kinds and types of Experiences: assessments, classroom observations, clinical work, internships, interventions, labs, modules, practicums, research, role transitions, and service learning.
- II. **The Location(s).** I understand that unstable or unexpected conditions in the Location(s) may require changes in the planned Experience or might cause inconvenience or harm to me. I further understand that Xavier University (“Xavier”) does not own, operate, or control the Location(s). I recognize that certain aspects of the cultural climate of the Location(s) may be materially different from that of my own culture or that of the Xavier Community. I further recognize that any experiences or other activities in the Location(s) may be very different than exist in the Xavier Community.
- III. **Assumption of Risks.** I realize that there may be inherent risks to my health or wellbeing as a result of my participation in this Experience, which Xavier cannot anticipate, change or improve. Such risks include but are not limited to any risk inherent in this type of Experience, inexperience, or unfamiliarity with this type of Experience or its requirements, unfamiliarity with the Location(s), travel to, from and around the Location(s), unfamiliarity with laws, culture or customs, unfamiliarity with work environment conditions or requirements, riot, violence, terrorism, exposure to sickness or disease, allergic reaction, contaminated food or water, unfamiliar climate, complications from weather conditions, inadequate or unavailable healthcare facilities or assistance, inadequate, faulty, inappropriate or lack of training or instruction, inadequate, faulty, inappropriate or lack of equipment, accident, or mistake. I recognize that these risks may result in inconvenience, loss, injury, or damage to me, including personal injury, up to and including my death, or damage or loss of my personal property.
- IV. **Rules, Procedures, and Requirements.** By signing this Assumption of Risk and Release (the “Agreement”), I understand that through my participation in this Experience, I will represent Xavier to the people and community with whom I am working. I promise to abide by all rules, procedures, and requirements while participating in this Experience, including rules and procedures set forth in the Student Handbook or Faculty Handbook, available online at www.xavier.edu/policy, and all other Xavier policies and procedures, including the Harassment Code. I understand that

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the Student Handbook, Faculty Handbook, and all other Xavier procedures continue to apply even if I am participating in an off-campus Experience I further promise to exercise common sense and good judgment, and to conduct myself at all times in a manner that is appropriate to this Experience. I promise to abide by the participating Xavier faculty member or employee's discretion regarding any particular interpretation of any of these terms and promises, and I promise to follow the participating Xavier faculty member or employee's directions at all times (if applicable). I understand that by breaking any of these promises, or for any other reason deemed appropriate by Xavier or its representatives, that my participation in this Experience may be immediately terminated and/or I may forfeit some or all of the academic credit, payment, or other compensation to be earned as a result of my participation, if any.

V. **Emergency Medical Care.** I recognize that occasionally an individual participating in this type of Experience may face a health emergency requiring local hospitalization or emergency treatment. As a result, I authorize Xavier, through its representatives, to secure emergency medical care, hospitalization, surgical treatment, or dental treatment for me during my participation in this Experience. However, I understand that Xavier is under no duty to secure such care or assist me in any other way in the event of such a health emergency. I further understand that Xavier is in no way responsible for any costs or other damages arising from my participation in this Experience, or resulting from any assistance provided or not provided under this paragraph.

VI. **Emergency Contact Information.** In the event of a health emergency, I authorize Xavier, through its representatives, to contact the person(s) designated below.

First Emergency Contact:

Second Emergency Contact:

Name: _____

Name: _____

Relationship: _____

Relationship: _____

Address: _____

Address: _____

Phone Number: _____ - _____ - _____

Phone Number: _____ - _____ - _____

Other Number: _____ - _____ - _____

Other Number: _____ - _____ - _____

E-mail: _____

E-mail: _____

VII. **Health History.** I certify that I have accurately provided my health history information below.

I have the following health problems, drug allergies and/or reactions that Xavier needs to be aware of in the event of an emergency [write "none" if not applicable]:

VIII. **Medical Insurance Coverage.** By signing this Agreement, I acknowledge that I have the medical insurance coverage as may be required by the particular Experiences, or that I am not covered by medical insurance because the Experiences do not require such coverage. I acknowledge that Xavier University is not responsible for any costs associated with any emergency health treatment, and that this applies regardless of whether I do or do not have medical insurance coverage. I further acknowledge that Xavier University is not required to pay for any evacuation, reunion, or repatriation of remains costs that arise out of my participation in the Experiences.

IX. **Student Professional Liability Insurance.** I acknowledge that Xavier carries student professional liability insurance that may provide some coverage to me as I participate in these Experiences.

X. **FERPA Release.** I acknowledge that I have certain privacy rights as a Xavier student under the Family Educational Rights and Privacy Act found at 20 U.S.C. § 1232g ("FERPA"). In accordance with FERPA, by signing below, I

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consent to the release of my education records maintained by Xavier to the Entities, which are necessary for or relevant to my participation in this Experience, in Xavier’s sole discretion. Additionally, I give my consent for Xavier to discuss these education records and matters related thereto with the Entities.

XI. **Waiver of Liability.** I understand and agree that Xavier does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety or that of my property while participating in this Experience. I release Xavier from all claims, including negligence, that may arise from my participation in this Experience, whether foreseen or unforeseen, known or unknown, and I assume full responsibility for any injuries, damages, or losses that may arise out of my participation in this Experience, up to and including my death.

XII. **Acknowledgment.** In consideration of Xavier’s financial or other support of this Experience, and because I am voluntarily participating in this Experience, I acknowledge and agree that I assume all risks associated with participating in this Experience and agree to the terms set out in this Agreement. I understand that I may discontinue my participation at any time.

In this Agreement, “Xavier University” means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University faculty members or employees that were involved in the planning of, making arrangements for or conducting of this Experience. This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable. I acknowledge that this Agreement shall bind me as well as my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.

I acknowledge that I have read the instructions for completing this Agreement. I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding this Experience and this Agreement.

By signing below, I assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign below before I may participate in this Experience.

- I am 18 years of age or older.
- I am *not* 18 years of age or older.

Participant’s Signature _____ Date _____

Banner ID _____

If <u>under 18</u>, parent or guardian MUST complete this section:	
Printed Name:	_____
Signature:	_____
Date:	_____
Relationship:	_____
Address:	_____
Phone Number:	_____
E-mail:	_____

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COUNSELING		PSYCHOLOGY	
No.	Course Title	No.	Course Title
COUN 669	Pre Practicum/Coun Lab	PSYC 593	Internship in I-0 Psychology
COUN 671	Counseling Internship	PSYC 650	Professional Devl & Practicum I
COUN 773	Counseling Practicum	PSYC 651	Professional Devl & Practicum II
		PSYC 760	Clinical Practicum III
		PSYC 761	Clinical Practicum IV
		PSYC 850	Clinical Practicum V
OCCUPATIONAL THERAPY		PSYC 851	Clinical Practicum VI
No.	Course Title	PSYC 852	Continuous Practicum
HOCS 323	Occupational Justice I: Foundations	PSYC 999	Internship
HOCS 401	Transformative Nature of Occup		
HOCS 405	Occupational Justice II: Indp Study		
MOCT 503	Technology for Life Participation II	RADIOLOGIC TECHNOLOGY	
MOCT 601	Grad Research Project I	Course Title	
MOCT 603	Domns and Proc I: Birth-Early Adult	RADT 161	Radiographic Practicum I
MOCT 605	Adapt and Tech for Occup Partic I	RADT 163	Radiographic Practicum II
MOCT 607	Level I Fieldwork: Dom & Proc	RADT 165	Radiographic Practicum III
MOCT 633	Dom & Proc II Ear Ad Through	RADT 261	Radiographic Practicum IV
MOCT 635	Adapt and Tech for Occup Partic II	RADT 263	Radiographic Practicum V
MOCT 637	Level I Fieldwork: Dom & Proc	RADT 265	Radiographic Practicum VI
MOCT 691	Level II Fieldwork		
MOCT 692	Level II Fieldwork		
		SOCIAL WORK	
		No.	Course Title
NURSING		SOCW 417	Social Work Field Instruction
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NURS 225	Nursing Therapeutics I: Practicum		
NURS 231	Nursing Therapeutics II Practicum		
NURS 361	Adult in Transitions Practicum	SPORTS MANAGEMENT	
NURS 373	Families in Transitions Practicum	No.	Course Title
NURS 451	Mental Health Nursing Practicum	SPMG 495	Internship in Sports Management
NURS 471	Community Health Nursing Practicum	SPMG 695	Internship in Sports Administration
NURS 473	Care of Complex Client Practicum		
NURS 553	Art & Science of Nursing Practicum		
NURS 563	Art & Science of Family Nursing Practicum		
NURS 565	Art & Science of Adult Nursing Practicum		
NURS 651	Art & Science of Advanced Nurs Practicum		
NURS 653	Art & Science of Psychiatric Nurs Practicum	ATHLETIC TRAINING	
NURS 703	Graduate Nursing Practicum I	No.	Course Title
NURS 705	Graduate Nursing Practicum II	ATTR 561	Clinical Experience 1
NURS 753	Community Nurs/Public Health Policy Practicum	ATTR 562	Clinical Experience 2
NURS 771	Childbearing Family Care Practicum	ATTR 300	Clinical Experience 3
NURS 773	Pediatric & Adolescent Health Care Practicum	ATTR 301	Clinical Experience 4
NURS 775	Adult and Geriatric Family Care Practicum	ATTR 400	Clinical Experience 5
NURS 777	FNP in Practicum	ATTR 401	Clinical Experience 6
NURS 851	Leadership Practicum		
NURS 853	Leadership Practicum for RN's		
NURS 903	Leadership in Complex Systems		
NURS 905	Health Care Finance & Econ for Nurse Leaders		
NURS 907	Eval & Analysis of Outcomes in Health Care		
NURS 911	Advanced Practice Application	HEALTH SERVICES	
NURS 915	Immersion and DNP Project I	No.	Course Title
NURS 917	Immersion and DNP Project II	HESA 371	Internship