IOWA STATE UNIVERSITY

PARTICIPATION AGREEMENT FORM
and
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

Participant: _____

Participant's Home Institution: _____

Iowa State University Department/Unit: _____

Name of Internship Program _____
Please use the same wording as on the Internship Program Form

Name of ISU Laboratory or Research Group: _____

Intern Supervisor _____
Please use the same name as on the Internship Program Form

Beginning Date: _____

Ending Date: _____

Participant has requested to participate in experiential learning activities at Iowa State University ("ISU"). This Participation Agreement must be signed prior to engaging in the experiential learning (research) activities ("Project").

PLEASE READ THIS PARTICIPATION AGREEMENT CAREFULLY.

IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THE PROJECT.

In consideration of Iowa State University allowing Participant to participate in this Project, Participant agrees to the following terms:

I. Participation arrangements:

1. **Project Description.** Participant understands that s/he has been approved to participate in the Project described in the "Undergraduate Internship Program Request/Approval Form" ("Attachment"). Participant is authorized to conduct the internship activities described in Attachment under the supervision of a Faculty/Staff Supervisor and this will include pre-project training and orientation. Any changes to the Project Description must be approved by the Faculty/Staff Supervisor. Descriptions in Attachment are considered a part of this agreement.

2. **Use of Equipment, Supplies and Services.** Except as specifically authorized by the Faculty/Staff Supervisor or in the Project Description, Participant agrees to be responsible for the costs for use of equipment, supplies, services and clerical support for the Project. Participant is responsible for all travel, lodging and living costs, except those authorized by the Department/Unit.

3. **Behavior Expectations of the Participant.** Participant agrees to abide by:
    a. The laws of the United States, as well as state and local laws.
    b. ISU policies, rules and regulations.
    c. ISU laboratory safety standards and standards of the Department/Unit, together with all related training in general and specifically applicable to the Project.
    d. Standards of conduct applicable to ISU students and/or employees.

e. ISU rules, standards and guidelines applicable to foreign students and scholars, and maintenance of appropriate visa status.

This Participation Agreement may be terminated for violation of any of the above.

4. **Intellectual Property and Confidentiality.** Participant agrees that any intellectual property created as part of this Project shall be owned by ISU, unless a separate written agreement exists. Participant may be granted access to the research of ISU faculty and students. Participant agrees to protect and maintain the confidentiality of the research products of such faculty and students. Participant will not use data or research of ISU employees and students without permission and appropriate attribution of credit.

5. **General Conditions**. Participant must have the requisite skills and ability to engage in the activities indicated in the Project Description and agrees to provide documentation of such skills and ability upon request. Participant also must have the requisite competence in the English language and agree to provide documentation of such competence upon request.

6. **Health Requirements.** Participant must be healthy and reasonably fit to safely participate in Project activities. By signing this Participation Agreement, Participant agrees:
   a. That s/he has the requisite physical fitness and ability to participate safely in the specified activity.
   b. To furnish ISU with a medical information and/or emergency contact form. Participant agrees to undergo health screening with a health care professional of ISU's choosing upon request.
   c. To inform the Faculty/Staff Supervisor of any medication, ailment, condition, or injury that may affect performance in the Project.
   d. To maintain health insurance as required of international students and scholars visiting ISU when that Participant is not a U.S. citizen, and to bear all financial responsibility for such insurance.
   e. To bear all financial responsibility for any medical treatment arising from participation.
   f. That if an injury or other medical condition occurs or arises, an ISU representative has permission to provide routine first aid or seek emergency treatment including x-rays or routine tests. In an emergency situation, the Faculty/Staff Supervisor or other ISU representative has the authority to secure treatment, including hospitalization and to contact the individual(s) listed in the emergency contact form.
   g. To the release of any record necessary for treatment, referral, billing or insurance purposes.

7. **No Worker Injury Program Applies**. Participant understands that no worker injury program applies, including, but not limited to, Worker's Compensation. Participant understands that s/he must rely upon his/her own financial resources and health insurance for coverage of any medical expense arising out of participation.

8. **Miscellaneous.** Participant agrees that s/he:
   a. Understands that ISU shall have the right to release him/her without prior notice, and upon termination, to return any keys and ISU property.
   b. Has no authority to enter into a contract or make a financial commitment on behalf of ISU.
   c. Will not represent that s/he is a student or employee of ISU.
   d. If Participant is not a U.S. citizen, Faculty/Staff supervisor must complete the ISU Export Control Worksheet available at International Students and Scholars Office (ISSO).
   e. This Participation Agreement will terminate upon the Ending Date indicated above, unless extended in writing by the Faculty/Staff Supervisor and Department Chair/Director.

II. Assumption of Risk and Waiver of Liability:

1. **Inherent Risks and Dangers of Project Activities.** Participant understands and acknowledges the inherent risks and dangers that potentially exist when participating in the environments and activities

described in Attachment (Request/Approval Form), Item V. Participant agrees to ASSUME THE RISKS of participating and adhere to authorized activities and responsibilities, and only operate equipment as per training and authorization listed in Items IV. and V., and complete required training and use personal protective equipment as required in Item V. The Faculty/Staff Supervisor may add to these requirements as the program progresses.

2. **Waiver and Release of Claims.** Participant hereby RELEASES FROM LIABILITY, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE State of Iowa; Board of Regents, State of Iowa; and Iowa State University; and their officers, servants, agents, or employees, including students participating in the Project, (all of whom hereinafter are referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, involving Participant or Participant's property.

3. Participant further agrees that this Participation Agreement shall bind the members of Participant's family and spouse, heirs, assigns and personal representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. This Participation Agreement shall be construed in accordance with the laws of the State of Iowa.

By signing this Participation Agreement, I attest to the fact that I am eighteen years of age or older.

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

_____ **Date** _____
Signature of Participant

Accepted by:

_____ **Date** _____
Signature of Faculty/Staff Supervisor

_____ **Date** _____
Signature of Department Chair/Director

MEDICAL EMERGENCY CONTACT INFORMATION

Person to Contact First:

Name _____

Relation to Participant _____

Daytime Phone ( ) _____

Evening Phone ( ) _____

Backup Contact (Relative or Friend):

Name _____

Relation to Participant _____

Daytime Phone ( ) _____

Evening Phone ( ) _____

INSURANCE INFORMATION

Policy Holder's Name _____ Relationship to Participant _____

Policy Holder's Phone # _____

Address _____ City, State, Zip _____

Insurance Company Name _____

(IF KNOWN) Insurance Company Customer Service Phone #_____

If an injury or other medical condition arises, I HEREBY GIVE PERMISSION to the ISU representative to provide routine first aid and to seek emergency treatment including X-rays or routine tests.

In an emergency situation, I give permission for an ISU representative to contact the individual(s) that I have listed under Medical Emergency Contact Information.

In the event of an emergency where I cannot decide for myself, I give permission to the physician/hospital selected by the ISU representative to secure and administer treatment for me, including hospitalization.

Date	**Participant Name (please print)**
Phone	**Participant Signature**