KALAMAZOO COLLEGE STUDENT INTERN AGREEMENT

The College and the Student agree:

**Acknowledged Facts.** The Student is a student of the College and has applied to participate in an internship (“Internship”) at the location of one or more sponsoring organizations (each an “Internship Site”).

**Student Representations.** The Student represents to the College that the Student understands each of the following:

The College does not control the way in which the Internship work experience and the Internship Site are structured or operate.

The College makes no other assurances, expressed or implied, about any travel or living arrangements the Student may make in connection with the Internship.

The Internship carries with it potential hazards that are beyond the control of the College, and the Student assumes the sole responsibility for those hazards. Those may include, for example,

coming into contact with individuals with serious illnesses including those with communicable diseases, mental diseases and disorders;

contracting a serious disease or illness;

having a dangerous or traumatic encounter; and

being subjected to sexual harassment and an unsafe workplace.

Participation in an Internship may involve risks not found in activities at the College and that these risks include, for example, traveling to and within and returning from domestic states and cities and one or more foreign countries; domestic and foreign political, legal, social, transportation, health and economic conditions; different standards of design, safety and maintenance of buildings and public places; local medical facilities and providers; and local weather conditions.

The Student has fully read and understood every provision of this Agreement, understands its terms and that by signing it the Student is giving up substantial legal rights the Student might otherwise have, and has signed it knowingly and voluntarily.

**Student’s Health Insurance Obligations.** The Student must pay for and maintain the Student’s own accident, medical, and health insurance for the duration of the Student’s participation in the Internship. The Student accepts responsibility for obtaining all health information, medical procedures, immunizations, and prophylactic medications appropriate to the Student’s participation in the Internship. The Student will adhere to all necessary health and safety precautions. The Student acknowledges that the College does not have an obligation to provide the Student with any insurance coverage.

**Vehicle Use and Insurance.** The Student understands that the College does not provide vehicles for the Student use and that the College has no liability for personal injury or property damage that may result from the Student’s use of the Student’s personal vehicle. The Student will rely solely upon its own personal vehicle insurance coverage and on insurance, if any, provided by the Internship Site.

**Employment Matters.** The Student understands that:

The Student will not be entitled to unemployment compensation benefits upon completion of the Internship;

The Internship work experience is not an offer of employment but is instead an educational experience with an established termination date;

The College assumes no liability for personal injury that the Student may suffer in the course of the Internship;

The Student is responsible for ascertaining whether the Internship Site provides workers’ compensation or other coverage for the Student;

Neither the Internship Site nor the College is required to provide monetary or other compensation for the time the Student spends at the Internship Site’s place of business during the Internship;

The Student is responsible for ascertaining whether the Internship Site will or will not provide monetary compensation; and

The College requires the Internship Site prohibits discrimination on the basis of race, national or ethnic origin, age, gender, sexual orientation, gender identity and expression, marital status, veteran status, religion, creed, or disability.

**Student Conduct.** The Student understands that:

The responsibilities and circumstances of an off-campus internship require a certain standard of professional decorum that may differ from that of the College;

The Student agrees to conform to professional standards of the Internship Site;

It is important to the continuance of future internships that the Student observes standards of conduct that would not compromise the College in the eyes of the individuals and organizations with which it has dealings; and

The College and the Internship Site may set rules of conduct that the Student must follow.

**Internship Term and Termination.** The Student understands that the Internship term will be agreed between the Student and the Internship Site. The College may terminate the Internship because of the Student’s conduct that might bring the CCPD and/or the CCE into disrepute or the Program into jeopardy or because of the Student’s failure to comply with the provisions of this Agreement or the College’s Student Handbook. The College’s decision is final and may result in the Student’s loss of any stipend funding for the Internship. Termination will not affect the Student’s obligations in this Agreement. The College shall not be liable for any loss (including financial loss or loss of transcript notation) to the Student by reason of such termination.

**Changes to Internship.** The College reserves the right to cancel or change the Internship in cases of emergency, changed conditions, or in the general interest of the College. The College may take any actions it considers to be warranted under the circumstances.

**Release.** The Student individually, and on behalf of each such undersigned’s heirs, successors, assigns and personal representatives, hereby waives, releases and forever discharges the College and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including, without limitation, death and illness) to the Student or the Student’s property or both, including but not limited to financial loss, medical bills, charges and related expenses incurred by or on behalf of the student, loss of academic credit, inconvenience, or any other claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys’ fees which arise out of, result from, occur during or are connected in any manner with the Student’s participation in the Internship or any travel incident thereto. This does not release any claims the College may have against the Student.

**Indemnity.** The Student must defend and indemnify the College against claims arising out of the Student’s conduct, which includes, for example, the Student’s negligence, supervision of other people, and the Student’s breach of this agreement. Indemnification includes payment of expenses (including reasonable attorney fees), judgments, settlements, internal staff time, and loss of property value. The College will promptly give notice of an indemnity claim to the Student. But delay or failure to notify does not adversely affect the College’s indemnity rights except to the extent that the delay prejudices the Student.

**Use of Student’s Name, Etc.** The Student consents to the use of the Student’s name, words, voice and image on paper, electronic media, audio, videotape, or otherwise, and any reproduction thereof by the College. All such materials become the property of the College and may be used in any legal manner the College deems appropriate. This includes the retention of the recorded materials as part of the College’s Upjohn Library collection.

**Student Representations and Obligations.**

**Representations.** The Student represents and warrants that (1) the Student is either over the age of 18 or has secured below the signature of the Student’s parent or legal guardian; and (2) the Student has disclosed all relevant and pertinent information to the College that could affect the Student’s ability to successfully complete the Program.

**Obligations.** The Student will:

comply with all laws and requirements, rules and policies of the College and of the Internship Site; and

promptly notify the College of any activity regarding the Internship Site that the Student has reason to believe is dangerous, illegal (including discrimination and sexual harassment), or would reflect adversely on the College.

**Notices.**

**General Requirements.** Any notice (whether the notice is an approval, demand, permission, or other decision or communication) permitted or required under this agreement must be in writing, have its postage prepaid by the sender, and for mailed or electronic mail delivery, must be addressed to the recipient at the address shown on the first page or more recently given by the recipient to the sender.

**Deemed Delivery.** Notice is deemed given upon the earliest of:

actual receipt;

hand delivery in person;

two business days after being deposited in the United States first-class mail;

one business day after being mailed by a nationally recognized private overnight mail or courier service such as FedEx or UPS for next business day delivery; or

the same business day the notice is sent by electronic mail if sent before 5:00 p.m. local time in the recipient’s time zone (otherwise electronic mail notice is deemed given on the next business day).

**Litigation and Governing Law.** Litigation relating to this agreement may be maintained only in Kalamazoo County, Michigan, or in the federal court for the Western District of Michigan.

**Severability.** The unenforceability of any term does not affect any other term.

**Survival.** Obligations of both parties survive this agreement’s termination.

**Interpretation.**

Headings are only indications of article and section contents and may be used to that extent to interpret this agreement.

References to laws, documents and other written materials include amendments that may be made from time to time.

References to days mean calendar days unless otherwise stated. Any deadline or end of any time period that does not fall on a business day extends through the next business day. Business day means any calendar day other than a Saturday, Sunday or other day on which financial institutions close.

Each term is enforceable only to the extent that the law allows.

 **Emergency Contact.** The Student authorizes the College to contact the following person in an emergency:

Name:

Address:

Phone:

Email:

Signature:

Name (Printed):

Dated:

STUDENT PARENT OR GUARDIAN (if Student is under 18)

Signature:

Name (Printed):