Waiver, Release, Indemnity and Promise Not to Sue

I, the undersigned Participant, wish to volunteer as a tutor or participate in an academic class with inmates at the ______________________ Correctional Facility (insert name) in ____________ (insert location) (the “Activity”). I acknowledge that I am aware that this is a medium and/or maximum security prison, that I will be acting as a volunteer or student at this facility, and that the facility is not under the control of the staff of The College of New Jersey (“TCNJ”), the Bonner Institute for Civic and Community Engagement at (the “Bonner Institute”), or the Institute for Prison Outreach and Education (“IPOE”).

In consideration of TCNJ’s permitting me to participate in the Activity, I, intending to be legally bound hereby, understand, represent, acknowledge, and agree as follows:

1) Certain risks are involved in participating in the Activity, including without limitation: allowing facility staff to engage in searches of my person or property (e.g. purses); interacting with individuals who have been found guilty of felonies, including violent crimes; interacting with criminals in a classroom with or without the presence of corrections staff; working with individuals who may or may not have life-threatening medical conditions, such as HIV/AIDS; working with persons who may or may not have mental health or anger-management issues; and remaining inside the facility beyond the designated time of the Activity in the event there is a “lock down” for security reasons. I am aware that such risks may include property damage, personal injury and death; and I voluntarily assume those risks;

2) I am wholly responsible for my own behavior and possessions during the Activity. I will behave responsibly and professionally, and adhere to all of the Department of Corrections rules and regulations governing volunteers—which include but are not limited to -- not bringing any items in or out of the facility without prior approval of the Superintendent; dressing in a neat and conservative manner; not wearing blue or red clothes; not exchanging personal information with inmates—such as phone numbers or last names; not loaning money or giving any item to inmates; not agreeing to do any favors for inmates; and not becoming unduly familiar with inmates. I will not perform any tasks that I am uncomfortable with or feel unsafe doing. If I am participating in my required Community Engaged Learning experience as a Bonner scholar, a First Year student, or as a member of a class-based or credit-bearing project, I am aware that the appropriate program or project administrators will accommodate my request to find another site or means of satisfying the requirement upon request.

3) I am responsible for all of my own loss, liability and expenses, including medical expenses in connection with the Activity. I have provided TCNJ’s accompanying staff with all necessary medical and health information needed for my safe completion of the Activity. I have no physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in the Activity. I am responsible for my own personal medical needs, including medical insurance coverage. I have adequate insurance to cover any medical expenses for any injuries that may arise out of the Activity. I hereby authorize the employees and agents of the Department of Corrections or TCNJ, at their discretion, to administer to or seek for me first aid and other emergency medical services and transportation for further medical care, but I acknowledge that they may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

4) I will not hold TCNJ, the Bonner Institute, IPOE, or any of their trustees, directors, officers, employees, agents, students or volunteers (collectively, the “Releasees”) responsible for any injury I might incur in connection with the activity. I will not sue or seek damages from any of the Releasees in any form, and I hereby waive and release any and all claims against each of the Releasees for personal injury (including death) or property damage, arising in any way out of my participation in the Activity and agree to indemnify, defend and hold each Releasee harmless from any such claims. I recognize that this release means I am giving up, among other things, rights to sue the Releasees for injuries, damages or losses I may incur.

I have read and do understand and agree to be bound by the above statements, which are true and accurate. My participation in the Activity and the signing of this Waiver, Release, Indemnity and Promise Not to Sue are completely voluntary. Further, I have talked with my parents about this activity and provided them with all of the aforementioned information prior to making a final decision to be a participant.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

Participant’s Printed Name ____________________________  Participant’s Signature ____________________________  Date ____________

If Participant is under the age of 18 years, signature of parent or legal guardian is required. I hereby voluntarily give permission for the Participant to participate in the Activity and agree to be bound by the terms of this Waiver, Release, Indemnity and Promise Not to Sue.

Parent/Legal Guardian’s Printed Name ____________________________  Parent/Legal Guardian’s Signature ____________________________  Date ____________