

FORM E-1**CONSENT, WAIVER, RELEASE & INDEMNITY AGREEMENT****University of Hawai'i at Mānoa
Nancy Atmospera-Walch School of Nursing
Adult Students - Internships*****Covered Program:***

The following shall be included in and defined as part of the "**Covered Program**": Participation by students enrolled in the University of Hawai'i at Manoa Nancy Atmospera-Walch School of Nursing ("**Students**") in internships with medical and health care providers, including, without limitation, medical centers, hospitals, clinics, physicians' offices, clinics, laboratories and other health or medical care service areas, all under affiliation agreements with the University of Hawai'i where the Students will be provided with the opportunity to train and obtain further education, instruction and experience within a health care or clinical setting (collectively the "**Clinical Experiences**").

To be completed by participant:

As one of the Students and in consideration for my participation in the Covered Program, I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Covered Program and I represent that I am in good physical, mental, and emotional health, have disclosed to the University of Hawai'i any medical, physical, mental or emotional condition that could affect my participation in the Covered Program, and able to participate in the Covered Program. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Covered Program. I further agree to and represent that in connection with my participation in the Covered Program: (a) I will be covered by a private medical, health, and/or liability insurance policy and if I am not covered by such insurance policies, I acknowledge and agree that any injury or medical condition that I may sustain or suffer and any injury or medical condition I may cause in connection with my participation in the Covered Program will not be covered by any insurance policies held or obtained by the University of Hawai'i, (b) I am not employed by the University of Hawai'i (or I am employed by the University of Hawai'i but not participating in connection with my employment), and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "**Injuries/Damages**") that I may sustain or suffer in connection with my participation in the Covered Program.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my participation in the Covered Program including the Injuries/Damages and specifically Injuries/Damages arising from the Clinical Experiences. These Injuries/Damages may be caused by actions or inactions of myself or others participating in the Covered Program and/or the conditions where the Covered Program occurs. I acknowledge that there may be other Injuries/Damages not known to me or not readily foreseeable at this time. I fully accept and assume all risks of the Injuries/Damages resulting from my participation in the Covered Program. I have read and understood all written materials setting forth the requirements for my participation and I will observe, follow, and comply with all verbal and written instructions.

3. Waiver and release. I hereby waive, release, and discharge the University of Hawai‘i from any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my participation in the Covered Program (collectively the “**Released Claims**”).

4. Indemnify, defend, and hold harmless. I accept full responsibility for my participation in the Covered Program and I agree to indemnify, defend, and hold harmless the University of Hawai‘i and their past, present and future governing board members, directors, regents, trustees, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys’ fees), arising or resulting from or caused by any of my acts or omissions (or by any person for whom I am responsible) during, involving, or related to my participation in the Covered Program.

5. Medical Consent. I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to me for any injury or illness arising from or related to my participation in the Covered Program and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless the University of Hawai‘i, and its governing board members, directors, regents, trustees, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or connected with such medical treatment or care. I give permission to the University of Hawai‘i to undertake any emergency/urgent treatment or medical care for me that may be deemed necessary for my health. Also, if my hospitalization is deemed to be medically necessary, I give permission for my hospitalization.

6. Photo, Video and Sound Recording Release and Consent. I represent that: (a) I own all rights to my name, image, likeness, appearance, and voice (collectively the “Image Rights”), (b) no other person or entity has any ownership interest in the Image Rights, and (c) I have the authority to execute agreements and documents authorizing the use of my Image Rights (collectively the “Representation”). I authorize the University of Hawai‘i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my participation in the Covered Program, and to use my Image Rights (collectively the “**Recordings**”): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to me, (e) in any manner or media, including

use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I agree to release, discharge, indemnify, defend, and hold harmless the University of Hawai'i, and its governing board members, directors, regents, trustees, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or caused by my making and/or confirming the Representation, including any misstatement or inaccuracy relating thereto, and/or my misuse or improper use of my Image Rights. I understand the Covered Program may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and I consent to my inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

Confirmation:

I have read this Consent, Waiver, Release, and Indemnity ("**Agreement**") and I understand that I am giving up substantial rights, including the right to sue. I am participating in the Covered Program freely and voluntarily. I agree that: (a) the laws of the State of Hawai'i shall apply to this Agreement and (b) if any portion of the Agreement is invalid, the remainder of the Agreement shall continue in full force and effect.

Print Name _____

Signature _____

Date _____