

Charles W. Davidson College of Engineering

Computer Engineering Department

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Release, Hold-Harmless and Informed Consent Statement

In consideration for being allowed to participate in the SJSU Internship/Capstone Experience Program, an educational endeavor to be conducted through San José State University, the undersigned does hereby agree as follows:

On behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the State of California, the Trustees of the California State University, California State University, San José State University, their employees, officers, directors, volunteers, and agents (collectively "University") from any and all claims, including claims of the University's **negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this SJSU Internship/Capstone Experience Program, including travel to, from and during the Program.

I am voluntarily participating in this SJSU Internship/Capstone Experience Program. I am aware of the risks associated with traveling to/from and participating in this Program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Program, including traveling to, from and during the Program.

I agree to **hold** the University **harmless** of any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Program, including traveling to, from and during the Program. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the university, (c) and assuming all risks of participating in this Program, including travel to, from and during the SJSU Internship/Capstone Experience Program.

It is understood and agreed that participants in the SJSU Internship/Capstone Experience Program shall be subject to the supervision and authority of the California State University, SJSU, its agents, officers and employees, including the sole decision-making responsibility with respect to any participant whose conduct or academic standing, may warrant expulsion or withdrawal from the program. Participants are expected to attend classes as scheduled unless otherwise indicated by illness or unavoidable circumstances. Likewise, as a guide for continued participation, it is understood and agreed that the participants are expected to display a sense of maturity and responsibility as a representative of SJSU and the CSU. It is hereby acknowledged and agreed that if the undersigned participant is required to withdraw from the SJSU Internship/Capstone Experience Program for failure to maintain appropriate academic standards or behavior, there will be no refund of tuition after the program departs, and the said participant will no longer have access to any of the facilities arranged

for the participant in the SJSU Internship/Capstone Experience Program.
I accept the placement offered to me through the SJSU Internship/Capstone Experience Program. I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, will continue to be bound by the remaining terms. I have read this document, and I am signification that it freely. No other representations concerning the legal effect of this document have been made to me.
Print Name and Student ID:
Signature:
Date: