



Participant Agreement

Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS.

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____,
(DAY) (MONTH)
20____, by _____ (printed name of Participant).

The Participant desires to participate in the Small Ruminant Hands-On Module offered by the Journeyman Farmer Certificate Program (JFCP) organized by Fort Valley State University and to engage in the activities related to being a (circle one) intern, host farm mentor or traveling mentor. The participant understands that the activities may include a variety of skills and physical exertion.

The Participant does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. Waivers and Release. Participant does hereby release and forever discharge and hold harmless Fort Valley State University and its officers, directors, employees, agents, Participants, students and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's work for Fort Valley State University.

Participant understands and acknowledges that this Release discharges Fort Valley State University from any liability or claim that the Participant may have against Fort Valley State University with respect to any bodily injury, personal injury, illness, death or property damage that may result from Participant's work related to the JFCP whether caused by the negligence of Fort Valley State University or its officers, directors, employees, agents, participants, students or otherwise. Participant also understands that, except as otherwise agreed to by Fort Valley State University in writing, Fort Valley State University does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical health, or disability insurance, in the event of injury or illness.

2. Medical Treatment. Except as otherwise agreed to by Fort Valley State University in writing, Participant does hereby release and forever discharge and hold harmless Fort Valley State University and its successors and assigns from any and all liability or claims which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with participant's work for the JFCP.

3. Assumption of Risk. The Participant understands that the work for the JFCP may include activities that may be hazardous to the Participant, including, but not limited to, construction, loading and unloading, handling animals, running equipment, working in inclement weather, lifting at least 50 lb and transportation to and from work sites. The Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Fort Valley State University from all liability for injury, illness, and death or property damage resulting from the activities the Participant performs related to the JFCP.

4. Insurance. The Participant understands that, except as otherwise agreed to by Fort Valley State University in writing, Fort Valley State University does not carry or maintain health, medical, or disability insurance coverage for any Participant. **Each Participant (intern, host farmer and traveling mentor) is expected and encouraged to obtain his or her own medical or health insurance coverage. Farms hosting interns or mentors are expected to obtain his or her own liability insurance coverage.**



FORT VALLEY STATE UNIVERSITY
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Participant Agreement, cont'd

5. Photographic Release. Participant does hereby grant and convey unto Fort Valley State University all rights, title, and interest in any and all photographic images and video or audio recordings made by Fort Valley State University during the Participant's work for the JFCP, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Non-Employment. Participant does hereby confirm and acknowledge that his/her participant is voluntarily offered as part of the JFCP associated with the University. Participant acknowledges and understands that s/he is not an employee of Fort Valley State University and will receive no pay, benefits, or other privileges of employment of any kind for services rendered, including, but not limited to, salary, travel, parking, reimbursement for transportation, or any other expenses whatsoever which may be incidental to his/her services as a Participant. Participant acknowledges and understands that because he/she is not an employee of Fort Valley State, s/he is not entitled to any benefits normally associated with employment, such as workers' compensation, unemployment compensation, retirement, and paid leave accrual. Payment as part of the JFCP does not invalidate this acknowledgement and understanding.

7. Confidentiality. Participant acknowledges that during his/her voluntary services or participation, s/he might have access to, or be exposed to confidential information of Fort Valley State University which may include, but not limited to; social security numbers, addresses, telephone numbers, files, correspondence, health or personal information, as well as conversations, electronic records, emails, data bases and recordings. In the performance of duties, Participant may gain access to sensitive or confidential information and records that may be protected from disclosure by federal or state law. Examples include education records protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), medical records protected by The Health Insurance Portability and Accountability Act of 1996, and employee records that are protected from disclosure under the Georgia Public Information Act. Participant understands that unauthorized disclosure of such Protected Information can adversely impact the College, individual persons, or affiliated organizations. Participant acknowledges that disclosure of such information could cause irreparable harm or damage to Fort Valley State University, its employees and/or students. S/he therefore agrees to keep confidential and not disclose any information acquired from Fort Valley State University, its staff, students, agents, or representatives in connection with this agreement, services, or participation. Participant acknowledges and agrees that his/her obligation to maintain confidentiality does not expire and remains in effect even after this agreement for services has expired.

I certify that this information is true and accurate to the best of my knowledge, and I release and hold harmless Fort Valley State University for any inaccuracy or misrepresentation.

Required Signatures:

Participant: _____ **Date** _____

Fort Valley State University JFCP Project Director:

_____ **Date:** _____