WALDEN UNIVERSITY
MASTER OF SOCIAL WORK (MSW) PROGRAM
FIELD EXPERIENCE WAIVER AND RELEASE FROM LIABILITY AGREEMENT

CAUTION: PLEASE CAREFULLY READ THIS WAIVER AND RELEASE FROM LIABILITY AGREEMENT. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SU E BASED UPON ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN ANY WALDEN MSW FIELD EXPERIENCE.

This Waiver and Release From Liability Agreement (the “Agreement”), is executed and effective as of 2019 by and between Walden University, LLC (“Walden”) and (“Student”) (together with Walden, the “Parties”).

Whereas, Student seeks to participate in SOCW 6500 Social Work Field Education I, SOCW 6510 Social Work Field Education II, SOCW 6520 Social Work Field Education III and SOCW 6530 Social Work Field Education IV (hereinafter the “MSW Field Education Courses”) for course credit in connection with the student’s enrollment in the Walden University Master of Social Work (MSW) Program.

Whereas, as part of the Student’s participation in the MSW Field Education Courses in the Walden MSW Program, the Student will be performing services and/or engaging in activities at in private homes or other locations not owned or controlled by Walden.

Whereas, in consideration for being permitted to participate in the MSW Field Education Courses for course credit, Student agrees and hereby accepts and assumes all risk of injury and danger associated with Student’s travel to and from, and presence at or participation in all activities associated with participation in the MSW Field Education Courses.

Now, Therefore, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. **Program Terms and Conditions:** Student’s rights and obligations with respect to Student’s participation in the MSW Field Education Courses is and shall be subject to the MSW field education policies and procedures as set forth in the MSW Field Education manual and any policies and procedures provided to student by the field site.

2. **Voluntary Participation:** Student acknowledges and agrees that Student has voluntarily chosen and requested to participate in the MSW Field Education Courses.

3. **Release:** In consideration for the opportunity afforded Student to participate in MSW Field Education Courses for course credit in furtherance of the student’s enrollment in the MSW Program, Student hereby agrees to release and forever discharge Walden University and its agents, employees, representatives, successors, predecessors, affiliated and/or related companies, corporations and/or entities, attorneys, trustees, officers, employees and assigns (the “Released Parties”) from any and all claims, charges, causes of action, complaints, demands, rights, debts, costs, losses and damages and other liability or relief of any nature whatsoever, including any claim or right to attorneys’ fees or costs, whether in law or in equity, whether known or unknown, that the Student now has, ever had, or ever may have arising out of, relating to, or concerning Student’s participation in the MSW Field Education Courses (the “Released Claims”). In agreeing to this release, Student understands that Student is waiving the right to bring any claim, lawsuit, commence an arbitration, or otherwise take action to enforce or seek remedy against the Released Parties for any of the Released Claims.

4. **Binding Agreement:** Student understands and acknowledges that this Agreement, when executed and delivered, shall constitute a valid and legally binding obligation, enforceable in accordance with its terms, and that
Student has entered into this Agreement knowingly, freely, voluntarily, in good faith, with the intent to waive and release the rights identified herein for good and valuable consideration. Student agrees and represents that the execution and performance of this Agreement has been duly authorized and does not conflict with, violate or result in breach of, any agreement, instrument, order, judgment, decree, law or governmental regulation which Student is a party or is subject.

5. **Covenant Not To Sue:** Student agrees and covenants that Student shall not, and Student will cause Student's heirs, agents, attorneys, representatives, successors and assigns not to, (1) sue or bring any action or cause of action, including by way of a third party claim, cross-claim or counterclaim, against the Released Parties in respect of any Released Claim hereunder; or (2) cooperate with, assist or otherwise provide support to any third party in connection with any action by any such person related to the Released Claims, provided however, that compliance with any lawful process shall not constitute such cooperation, assistance or support. If Student is involuntarily included in any class or other action related to any Released Claim hereunder, Student hereby covenants to and will (1) use best efforts to withdraw therefrom and (2) expressly stipulate and agree to the immediate dismissal of any claim brought or commenced In contravention of this Agreement. In addition, Student represents and warrants that Student has not assigned any claim released hereunder to any other party.

6. **Successors and Assigns:** Student agrees that provisions of this Agreement shall bind Student's heirs, agents, attorneys, representatives successors and assigns.

7. **Counterparts:** Facsimile Signatures: This Agreement may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. **Severability:** In the event that any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, or unenforceable, such determination shall not affect the enforceability of any other or the remainder of this Agreement.

9. **Governing Law:** This Agreement (including any claim or controversy arising out of or related to this Agreement) shall be governed in all respects by and construed in accordance with the laws of the State of Minnesota without regard to conflict of law principles that could result in the application of any law other than the laws of the State of Minnesota.

10. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding this subject matter. It supersedes and governs all prior or contemporaneous proposals or agreements or other communications between the Parties regarding such subject matter. This Agreement shall not be modified unless done so in writing by authorized representatives of the Parties.

**AGREED AND ACCEPTED**

Student

Signature: ___________________________ Print Name: ___________________________

Dated: ___________________________

Walden University, LLC

[Signature]
Print Name: Donna McEwen
Title: Director of Field Education

Dated: ___________________________