

# **Consent, Waiver and Release Agreement for CCS Students Without a Court-Appointed Legal Guardian**

## **Academic Year 2019-20**

The Career & Community Studies program (“CCS”) at The College of New Jersey (“TCNJ” or the “College”) is a college-based, liberal studies program designed to prepare individuals (ages 18-25) for adult life through academic rigor, career discovery and preparation and peer socialization as part of a diverse community of learners. Individuals who wish to be considered for this program must: (1) present a disability that is characterized by significant limitations both in intellectual functioning and in adaptive behavior, (2) be seeking a post-secondary experience on a college campus, and (3) require a strong system of supports. CCS students must be highly motivated young adults who have received extensive educational services in either public or private schools and would likely have considerable difficulty succeeding in a traditional college degree program.

\_\_\_\_\_ (“CCS Student”) is a participant (or has been offered and has accepted a place as a participant) in the CCS program at TCNJ.

Each of \_\_\_\_\_ and \_\_\_\_\_ is a parent of the CCS Student (individually, “Parent”, collectively “Parents”).

TCNJ operates an Office of Student Health Services (“SHS”) that provides limited health services to TCNJ students during scheduled hours while classes are in session (the “Designated Hours”). Each CCS Student and his/her Parents who desire that SHS provide such services to the CCS Student and that the CCS Student be permitted to avail him/herself of SHS at the campus of TCNJ during Designated Hours during the 2019-20 academic year must sign this Consent, Waiver and Release Agreement (the “Agreement”). This Agreement must be renewed each academic year prior to the use of SHS.

In consideration of TCNJ’s providing SHS and permitting the CCS Student to use SHS, the CCS Student and his/her Parents, intending to be legally bound hereby, understand, represent, acknowledge, and agree as follows.

1. The CCS Student, (1) is an adult competent to execute the Agreement and use SHS (including without limitation, understanding and following health professional advice and instructions and obtaining and taking medications), (2) is not subject to any general (plenary) or limited guardianship order or power of attorney or any other order or document or any law that limits or restricts the CCS Student’s ability to (or grants to others the ability to on the CCS Student’s behalf) use SHS or make certain decisions (including without limitation any order that requires a guardian to make health and welfare decisions on the CCS Student’s behalf) (individually, “Order”, collectively, “Orders”), (3) possesses sufficient intelligence and capacity to comprehend the nature and character of the transaction, (iv) has not been subjected to undue influence, and (v) after discussing it with Parents knowingly and voluntarily enters into the Agreement.
2. The CCS Student is wholly responsible for his/her own behavior and possessions when using SHS and will not perform any tasks that he/she is uncomfortable with or feels unsafe doing.
3. The CCS Student and Parents are responsible for all of the CCS Student’s own liability and expenses, including medical expenses in connection with using SHS. The CCS Student and Parents have provided and will in advance provide TCNJ’s SHS staff with all necessary medical and health information needed for the CCS Student’s safe use of SHS. The CCS Student and Parents understand that they have the opportunity to inform TCNJ of any disability that CCS Student may have and to request a reasonable accommodation that would permit the CCS Student to use SHS. Except to the extent set forth below in this section CCS Student and Parents represent that the CCS Student has no physical, mental, psychological or medical condition that would prohibit him/her from using or materially

increase the risk to him/her or others of use of SHS.

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[List of any such conditions or limitations]

4. The CCS Student is responsible for his/her own personal medical needs, including medical insurance coverage. The CCS Student has adequate insurance to cover any medical expenses for any injuries that may arise from the use of SHS. In addition to care provided by SHS, the CCS Student and Parents hereby authorize the employees and agents of TCNJ, at their discretion, to administer to or seek for the CCS Student first aid and other emergency medical services and transportation for further medical care, but the CCS Student and Parents acknowledge that such aid or services may not be present or TCNJ may not elect or be able or competent to administer or seek such aid or services or transportation.
5. The CCS Student hereby authorizes TCNJ to inform his/her Parents about all or any aspect of his/her use of SHS. TCNJ may choose to, but is not obligated or expected to inform Parents about the use of SHS or aspects of the use. No instance or pattern or practice of so informing Parents shall create any obligation or expectation that TCNJ will repeat or continue any such instance, pattern or practice in the future, regardless of any similarity in type, character or seriousness. Likewise, TCNJ may choose to, but is not obligated or expected to request consent from Parents about the use of SHS or aspects of the use and, absent such consent, may choose to limit the provision of services to the CCS Student or end the CCS Student's use of SHS. No instance or pattern or practice of so requesting such consent from Parents or limiting the provision of shall create any obligation or expectation that TCNJ will repeat or continue any such instance, pattern or practice in the future, regardless of any similarity in type, character or seriousness.
6. Assumption of Risk and Release. In no event shall the reliance of any of TCNJ, the New Jersey Educational Facilities Authority, the State of New Jersey or any of their respective trustees, directors, officers, employees, agents, students or volunteers (collectively, the "Releasees") on the representations, acknowledgements, and agreements of the CCS Student and Parents set forth in this Agreement in connection with the performance of the use of SHS be deemed or considered negligence or shall such reliance give rise to any claim ("Reliance Claim"). The CCS Student and Parents will not hold the Releasees responsible for any such Reliance Claim in connection with the use of SHS and the CCS Student and Parents will not sue or seek damages from any of the Releasees in any form, and the CCS Student and Parents hereby waive and release any and all such Reliance Claims against each of the Releasees for any such Reliance Claim arising in any way out of the CCS Student's use of SHS and the CCS Student and Parents agree to hold each Releasee harmless from any such Reliance Claims. The CCS Student and Parents recognize that this release means they are giving up, among other things, rights to sue the Releasees for injuries, damages or losses they may incur. The assumption of risk, waiver and release provided in this Section 6 are effective to the extent permitted by law.

The Agreement accurately expresses the state of mind of the CCS Student and Parents. The CCS Student and Parents have read and do understand and agree to be bound by the above statements, which are true and accurate. The CCS Student's use of SHS and the signing of this Consent, Waiver and Release Agreement for CCS Students are completely voluntary.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

CCS Student Printed Name

CCS Student Signature

Date

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As the parent of the CCS Student, I agree I have carefully read and understand this Agreement, I agree to all of the terms above, both personally and on behalf of the CCS Student. I further promise to ensure the CCS Student's compliance with the terms of this Agreement. I hereby voluntarily give permission for the CCS Student to use SHS and agree to be bound by the terms of this Consent, Waiver and Release Agreement.

Parent Printed Name

Parent Signature

Date

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## EMERGENCY CONTACT INFORMATION

### PRIMARY CONTACT

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Cell: (     ) \_\_\_\_\_ Work phone: (     ) \_\_\_\_\_ Home: (     ) \_\_\_\_\_

### SECONDARY CONTACT

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Cell: (     ) \_\_\_\_\_ Work phone: (     ) \_\_\_\_\_ Home: (     ) \_\_\_\_\_