![TCNJ | THE COLLEGE OF NEW JERSEY — Student Health Services]

Consent, Waiver and Release Agreement for CCS Students With a Court-Appointed Legal Guardian

Academic Year 2020-21

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 present a disability that is characterized by significant limitations both in intellectual functioning and in adaptive behavior, seeking a post-secondary experience on a college campus and requires 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 as place as a participant) in the CCS program at TCNJ.

Each of _____ and _____ is a legal guardian of the CCS Student (individually, "Legal Guardian", collectively "Legal Guardians").

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"). CCS Students and their Legal Guardians who desire that SHS make such services available to the CCS Student during the 2020-21 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 permitting the CCS Student to use SHS, the CCS Student and his/her Legal Guardians, intending to be legally bound hereby, understand, represent, acknowledge, and agree as follows.

1. The Legal Guardian appointed pursuant to any legal guardianship order, attorney-in-fact appointed in any power of attorney and any other person who is appointed or otherwise exercises powers or rights under an Order (the "Appointed Individual") agrees that he/she **shall accompany the CCS Student during any visits to SHS** and on the CCS Student's behalf make decisions involving the CCS Student's use of SHS and executes this Agreement on his/her own behalf and on behalf of the CCS Student and agrees to be bound by the terms of this Agreement.

2. The CCS Student is wholly responsible for his/her own behavior and possessions when using SHS. The CCS Student will not perform any tasks that he/she is uncomfortable with or feels unsafe doing.

3. The CCS Student and his/her Legal Guardian 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 his/her Legal Guardian 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 his/her Legal Guardian understand that they have the opportunity to inform TCNJ of any disability that the CCS Student may have and to request a reasonable accommodation that would permit the CCS Student to use SHS. However, the CCS Student has no physical, mental, psychological or medical condition that would prohibit him/her from participating or materially increase the risk to him/her or others of using SHS.

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 his/her Legal Guardian 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 his/her Legal Guardian 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. <u>Assumption of Risk and Release.</u>In no event shall the reliance 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 agreement of the CCS Student and his/her Legal Guardian set forth in this agreement in connection with the use of SHS be deemed or considered negligence or shall such reliance give rise to any claim ("Reliance Claim"). The CCS Student and his/her Legal Guardian will not hold the Releasees responsible for any Reliance Claims against each of the Releasees for any such claim arising in any way out of the CCS Student's use of SHS and the CCS Student and his/her Legal Guardian 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 exclude claims for professional liability, but are otherwise effective to the extent permitted by law.

The Agreement accurately expresses the state of mind of the CCS Student and his/her Legal Guardian. The CCS Student and his/her Legal Guardian 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 are completely voluntary.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

CCS Student's Printed Name   CCS Student's Signature   Date

_____   _____   _____

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.

Legal Guardian's Printed Name   Legal Guardian's Signature   Date

_____   _____   _____

_____   _____   _____

EMERGENCY CONTACT INFORMATION

PRIMARY CONTACT

Name: _____   Relationship:_____

Cell: (   )_____   Work phone: (   )_____   Home: (   )_____

SECONDARY CONTACT

Name: _____   Relationship:_____

Cell: (   )_____   Work phone: (   )_____   Home: (   )_____