# **VI. APPENDIX OF INFORMATION**

# **<u>Cited Information:</u>**

| Outline for Creating a Course Syllabus                                  | Chapter IV |
|---|------------|
| Policies for Independent Studies, Internships and Underenrolled Courses | Chapter IV |
| Guide for Updating Faculty Record                                       | Chapter IV |
| Course Evaluation Form  | Chapter IV |
| Faculty Member's Course Evaluation                                      | Chapter IV |
| Sabbatical Leave Application  | Chapter IV |
| Mini-Grant Application  | Chapter IV |
| Forgivable Loan Application   | Chapter IV |
| Mission Based Assessment/Institutional Assessment Process/              |            |
| Assessment Committees   | Chapter V  |
| Institutional Review Board Application for Research Review Form         | Chapter V  |

# Non-cited Information:

| Release—General Release, Waiver of Liability and Hold Harmless Agreement      |
|---|
| Release—General (for a Minor) Release, Waiver of Liability and Hold           |
| Harmless Agreement  |
| Release—General Release, Waiver of Liability and Hold Harmless Agreement      |
| (for Participants Who Are Not Affiliated With Mount Mary College)             |
| Release—Intramural Sports and Recreational Activities                         |
| (for Participants Who Are Not Affiliated With Mount Mary College)             |
| Release—Intramural Sports and Recreational Activities                         |
| (for Mount Mary College Students and Staff                                    |
| Recreational Activities)  |
| Release—Release and Indemnification Agreement for Internships                 |
| Release—Release and Indemnification Agreement for Program-Related Field Trips |
| Release—Release and Indemnification Agreement for Study Abroad Programs       |

# **OUTLINE FOR CREATING A COURSE SYLLABUS**

The following format should be used in writing the syllabus:

- 1. Basic Information
  - Realm or Graduate Program
  - Department, number of course, title of course, number of credits
  - Catalog description of course
  - Names of texts used by Instructor
  - Date submitted
- 2. Objectives: Realm or Graduate Division/department/course
- 3. Outline of the Course. Includes activities related to outline (lecture discussions, term papers, etc.)
- 4. Materials and Resources. Bibliography, supplementary materials, visual aids, etc.
- 5. Evaluation Procedures. Tests or other form of teacher evaluation of students.
- 6. The Mount Mary College Mission and Vision statements are to be included in all syllabi as follows:

# **Mission**

Mount Mary College, an urban Catholic college for women sponsored by the School Sisters of Notre Dame, provides an environment for the development of the whole person. The College encourages leadership, integrity, and a deep sense of social justice arising from sensitivity to moral values and Christian principles.

Mount Mary commits itself to excellence in teaching and learning with an emphasis on thinking critically. The baccalaureate curriculum integrates the liberal arts with career preparation for women of diverse ages and personal circumstances; the programs at the graduate level provide opportunities for both men and women to enhance their professional excellence.

# **Vision**

Mount Mary College is recognized as a diverse learning community that works in partnership with local, national and global organizations to educate women to transform the world.

7. The following <u>Academic Honesty and Integrity</u> statement for MMC syllabi is to be included in all syllabi as follows:

Mount Mary College is an academic community dedicated to the intellectual and social and ethical development of each of its members. As members of this community we all are responsible for maintaining an atmosphere of mutual respect and honesty.

Standards for academic integrity provide a structure for the creation of an academic environment consistent with the values of the School Sisters of Notre Dame and the mission of the College. In keeping with these goals, all students are expected to strive for integrity, in academic and non-academic pursuits. Acts that involve any attempt to deceive, to present another's ideas as one's own, or to enhance one's grade through dishonest means violate the integrity of both the student and College.

Academic dishonesty in any form has a negative impact on the essential principles of the Mount Mary College Community. Therefore, such acts are treated as a serious breach of trust.

A faculty member has the right and authority to deal with academic dishonesty in his or her classroom; however, a student who commits multiple violations against academic integrity shall be subject to administrative disciplinary action.

Copies of the full Academic Honesty and Integrity Policy and Procedures are available through the office of the Associate Dean for Academic Affairs. The policy and procedures are included in the Mount Mary College Student Handbook, the Undergraduate Bulletin and online at mtmary.edu/handbook.htm and my.mtmary.edu

# UNIFORM COURSE SYLLABUS COVER SHEET

A uniform cover sheet (see below) should be used for each syllabus. You should give your students all of the information needed to contact you if there are questions. A syllabus indicating the semester/year of the current term is to be provided each semester.

# COURSE NAME/NUMBER COMMON COURSE NAME SEMESTER/YEAR

Instructor:NameOffice:LocationPhone:Campus NumberE-Mail:Campus E-mailOffice Hours:Time/Locations

# Policies for Independent Studies, Internships and Underenrolled Courses (January 2007, effective Fall 2007)

(2 pages)

In an effort to standardize our treatment of courses with fewer than 6 students, the Academic Council has developed policies that apply to independent studies, low enrollment courses, and directed studies (see definitions below). These policies will provide guidelines so that faculty who teach these courses will be treated equitably and that the number of underenrolled courses will be reduced. For pedagogical and financial reasons, it is not in the best interest of students to offer courses with only a few students. These courses not only increase costs but also tend to be less academically enriching than fully enrolled courses. These policies also should provide clear and equitable standards that will enhance long range departmental planning.

These policies, except for the independent study section, apply only to the fall and spring semesters. For the summer session, all courses with fewer than 6 students will be canceled.

Low enrollment courses and directed studies must be approved by the Associate Dean for Academic Affairs.

#### **Independent Study**

The purpose of an independent study is to provide an option for self-motivated students to explore topics that are not available through the College curriculum. Independent studies may not be used as substitutes for College or departmental requirements. Students are expected to spend a minimum of 45 hours for each credit of independent study. Generally, students are expected to meet with faculty every other week. Faculty will be given a \$50 honorarium for each credit of independent study.

Students who wish to pursue an independent study should contact a faculty member who might be interested in supervising the independent study. The student and the faculty member should agree on the content and requirements of the independent study. The faculty member should fill out the appropriate form and get permission from the department chair. The division chair must also sign off on the independent study. The form must be filed in the Registrar's Office.

#### Internship

All students enrolled in an internship must have a faculty internship advisor (FIA). Faculty internship advisors receive 1/3 credit towards the standard 12-credit per semester load for every student enrolled in an internship. Mount Mary internship policies and procedures are posted on *my.mtmary.edu* and available from the Advising and Career Development Office.

#### **Course Cancellation, Low Enrollment Courses, and Directed Studies**

#### **Course Cancellation**

Courses generally will be canceled if they have fewer than 6 students. Exceptions may be made if a student needs the course for December or May graduation, the course will not be offered again before that student's graduation, and there are no other alternatives. Courses should be canceled as soon as the department chair is reasonably sure that the course will have fewer than 6 students and that no students need it for graduation. The latest that courses will be canceled is one week before their start dates.

#### Low Enrollment Courses

A low enrollment course is defined as one that has 4 or 5 students but must be offered for the reasons stated above (see "Course Cancellation").

#### **Directed Studies**

A directed studies course is defined as one that has 1-3 students but must be offered for the reasons stated above (see "Course Cancellation").

#### Implications for Faculty Workload

Full time faculty workload is equivalent to 24 undergraduate credits for the academic year (fall and spring semesters). If an **underenrolled course** scheduled to be taught by a full time faculty member is canceled or converted to a directed studies course, the faculty member can fulfill her/his obligation to the College by making up the credits by teaching an additional course during the next semester or summer.

Another option is that the full time faculty member would be assigned another course that semester which has been previously assigned to a part time faculty member.

#### Compensation for low enrollment courses and directed studies

Whenever possible low enrollment courses and directed studies should be given as overloads for full time faculty or be given to a part time faculty member.

When low enrollment courses (i.e., those with 4-5 students) need to be part of a full time faculty member's workload, they will be counted the same as a fully enrolled classes.

If low enrollment courses (i.e., those with 4-5 students) are assigned to full time faculty as an overload or to part time faculty, they will be paid at the same rate as a fully enrolled class.

If full time faculty members teach directed studies (i.e., those with 1-3 students), the directed studies will count for load in the following ways: 1 student = 25% of credits; 2 students = 50% of credits; 3 students = 75% of credits. (See Implications for Faculty Workload.)

Exceptions to this policy will be made only if there are some extenuating circumstances; for example, the faculty member has a considerable number of students or academic advisees, or the faculty has 3 or more preparations.

Rate of pay for directed studies for overload and part-time pay will be calculated in the following ways: 1 student = 25% of credits; 2 students = 50% of credits; 3 students = 75% of credits.

### Minimizing the need for low enrollment/directed studies courses

Departments are discouraged from offering **underenrolled courses**. To minimize **underenrolled courses** departments should do the following:

- Distribute a 2-year list of courses to students.
- Advise students that they should take required courses as soon as available so there is no inadvertent delay in graduation.
- Work with administration to investigate partnerships with other colleges to jointly offer courses in chronically underenrolled majors.

### Faculty Record (2 pages)

| Name:       |  |
|-------------|--|
| Department: |  |
| Year:       |  |

Items should be listed and discussed in one section only.

# I. Teaching Performance

# A. Academic Responsibilities

| Course | # credits | # extra contact<br>hours | Course<br>enrollment |
|--------|-----------|--------------------------|----------------------|
|        |           |                          |                      |
|        |           |                          |                      |
|        |           |                          |                      |
|        |           |                          |                      |
|        |           |                          |                      |
|        |           |                          |                      |
|        |           |                          |                      |

Course Release:\_\_\_\_\_\_ # credits Briefly describe the purpose of the release time (department chair, course development, etc.)

| Supervision:       | hours/week |
|--------------------|------------|
| Internship:        | hours/week |
| Fieldwork:         | hours/week |
| Independent Study: | hours/week |

- B. Description of any additional teaching evaluation activities, beyond the Course Evaluation Form that is handed out in all classes at the end of the semester.
- C. Description of improvements/Innovations Related to Teaching Performance (Examples: Major revisions in course/course component; development of innovative course/teaching technique; improvement in interpersonal effectiveness)

# II. College and Community Service

A. Committees: List the committees/task forces/work groups and any responsibility you had with the committee (chair, secretary, chair of subcommittee, etc.). Do <u>not</u> include committee work that is assigned by your department – place that in section.

| Committee/ Task Force/ Work Group Responsibility   |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
| B. Department  |
|  |
|  |
| C. Advising# advisees  |
| Club Advisor, name of club:  |
| Other? (For example, freshman adviser)   |
| D. Check off college events you have attended:   |
| Investiture Step Singing   |
| Investiture       Step Singing         Honors Convocation       Graduation         Awards Day       Graduation |
| E. Other College Service   |
|  |
|  |

F. Community Service

(Identify memberships, position held, assignments/responsibilities fulfilled)

# III. Professional Growth

A. Description of Professional Activities. Please distinguish between *events attended* and *those where you presented/exhibited work* and indicate dates and locations.

(Examples: Conferences, workshops, research projects, presentations, performances, publications, advanced study, exhibits, organizational memberships, work related to field)

B. Description of Professional Recognition

(Examples: Awards, scholarships, offices, committee leadership, change in rank)

C. Other

# IV. Plans for next year:

A. Teaching (courses to be taught, new preparations, new methods to be used, etc.)

B. College and Community Service (committees on which you will serve, activities you plan to engage in that will benefit your department and/or the college and activities in the community that will benefit the college)

C. Professional Goals (conferences you plan to attend, research projects, presentations, performances, exhibits, advanced study, etc.)

# Course Evaluation Form (2 Pages)

Please fill in the name of the instructor, course, section, and date.

Date

| Instructor | Course | Section |
|------------|--------|---------|

For the following items, please circle the number that corresponds to your assessment of the item. The lowest rating is a 1 and the highest is a 4. If an item was not present in the course, then please circle NA (Not Applicable).

# Assessment of Instructor's Performance

Please rate: Lowest Highest 1. the instructor's command of the course content. 2 3 1 4 NA 2. the overall organization of the course. 2 3 1 4 NA 3. the clarity of the instructor's presentations and instructions. 2 1 3 4 NA 4. the timeliness and usefulness of feedback on exams and assignments 2 3 1 4 NA 5. the instructor's ability to engage you in this course. 1 2 3 4 NA

# **Assessment of Course**

| Th | is course:  | L٥١ | vest | Highe | est |
|----|---|-----|------|-------|-----|
| 1. | helped me expand my knowledge and understanding of the subject.<br>NA   | 1   | 2    | 3     | 4   |
| 2. | helped me learn to apply course concepts to life situations.<br>NA  | 1   | 2    | 3     | 4   |
| 3. | developed my ability to analyze the content material.<br>NA   | 1   | 2    | 3     | 4   |
| 4. | developed my ability to integrate information and ideas.<br>NA  | 1   | 2    | 3     | 4   |
| 5. | encouraged application of previous knowledge & experience to the subject.<br>NA                               | 1   | 2    | 3     | 4   |
| 6. | used evaluation techniques (examinations, papers, assignments, etc.) that stimulated critical thinking.<br>NA | 1   | 2    | 3     | 4   |

### Student Self-Assessment

Please rate: Lowest Highest 1. your improvement in problem-solving skill and/or application of knowledge. 2 3 4 1 NA 2. your success in time management as reflected by punctuality, prompt completion of assignments, etc. 2 1 3 4 NA 3. your initiative in pursuing independent learning in this course. 1 2 3 4 NA 4. your overall contribution to promote learning in this class. 1 2 3 4 NA

1. What was of greatest value to you in course organization, assignments and/or teaching technique?

2. What might increase the value of this course?

# FACULTY MEMBER'S COURSE EVALUATION

| Cou | irse Number: Course '  | Title:  |                    |                     |                |                |                  |                      |             |
|-----|--|---------|--------------------|---------------------|----------------|----------------|------------------|----------------------|-------------|
| Sec | tion: Instructor:  |         |                    |                     |                |                |                  |                      |             |
| Cla | ssroom Location:   |         | Date:              |                     |                |                |                  |                      |             |
| 1.  | The physical environment in which the class is h   |         | Highly             |                     | atisfactory    |                | s than           | Unsatis-             |             |
|     | Comment:   | ,       | Satisfactor        | y                   |                | Sau            | sfactory         | factory              |             |
| 2.  | The type of class is (check all that apply):   | Lecture | e Dis              | cussion             | Skills         | E La           | boratory         | Other                |             |
| 3.  | This is a:   | Core C  | ourses C           | ourse Pr<br>For Maj |                | Service        | Course           | Elective             |             |
| 4.  | The text was:  |         | Highly<br>Satisfac |                     | atisfactory    |                | than<br>factory  | Unsatis-<br>factory  |             |
|     | Comment:   |         | Satisia            | .101 y              |                | Saus           | stactory         | Tactory              |             |
| 5.  | The text was chosen by:  |         | Me                 | -<br>[              | <br>Department |                | other            | No te<br>was u       |             |
| 6.  | Student enthusiasm for learning in this class has  | been:   | Very H             | igh Hi              | igh A          | verage         | Low              | Very                 | Low         |
|     | Comment:   |         |                    |                     |                |                |                  |                      |             |
| 7.  | For a course of this type, the number of students class is:  |         | Much too<br>large  | Too                 |                | About<br>right | <br>Too sma      | ll Much              |             |
| 8.  | Compared to other classes I have taught, the performance of this class is:                         |         | above<br>erage     | Above<br>averag     |                |                | Below<br>average | Far below<br>average | N           |
|     | Comment:   |         |                    |                     |                |                |                  |                      |             |
| 9.  | Compared to courses of similar content I have ta<br>the time and effort I have put into this cours |         | Much<br>greater    | <br>G               | Greater        | About          |                  |                      | Iuch<br>ess |
|     | Comment:   |         |                    |                     |                |                |                  |                      |             |

10. Identify any new instructional strategies you used in this course:

Other Comments:

# SABBATICAL APPLICATION Mount Mary College (2 pages)

| Name:       | Rank:                         |
|-------------|-------------------------------|
| Department: | Dates of Proposed Activities: |

1. <u>Summary of Proposed Study/Scholarly Activity</u> Institution or Location of Study/Activity: \_\_\_\_\_

**Description of Study/Activity:** 

**Objectives:** 

2. Describe how the proposed activities will contribute to your professional development.

3. How will your experience benefit teaching and learning at Mount Mary College?

4. How will you share what you have learned with your colleagues?

| 5. | Previous sabbatical(s) or mini-grant(s) received from Mount Mary College |  |                   |               |  |  |
|----|--|--|-------------------|---------------|--|--|
|    | Year: Place of study/scholarly activity: Amou                            |  | Amount Requested: | <u>Amount</u> |  |  |
|    | <b>Received:</b>   |  |                   |               |  |  |
|    |  |  |                   |               |  |  |
|    |  |  |                   |               |  |  |
|    |  |  |                   |               |  |  |

6. Attach faculty updates for the last two years.

7. The department chairperson must send a confidential letter of support to the VPASA that includes a plan for addressing the workload issues.

| Signed: | Date: |
|---------|-------|
| 0       |       |

**Department Chair (indication of support)** 

Revised 10/2007 jsm

# MINI-GRANT APPLICATION

# **Mount Mary College**

(2 pages)

| Name:  | Rank:                         |
|--|-------------------------------|
| Department:  | Dates of Proposed Activities: |
| 1. <u>Summary of Proposed Study/Scholarly</u><br>Institution or Location of Study: _ | Activity                      |

**Description of Study/Activity:** 

**Objectives:** 

Financial Support Requested (<u>Itemize Expenses</u>):

-1-

2. Describe how the proposed project activities will contribute to your professional development.

- 3. How will your experience benefit teaching and learning at Mount Mary College?
- 4. I would be willing to share what I have learned by:
  - \_\_\_\_\_ Presenting at a faculty forum, faculty workshop, or other faculty-sponsored discussion
  - \_\_\_\_\_ Conducting a workshop or seminar for interested colleagues and/or students
  - \_\_\_\_\_ Presenting at a student event
  - \_\_\_\_\_ Presenting at a department meeting
  - \_\_\_\_ Other:

| 5. | Previous Mini-grants Received from Mount Mary College |                                    |                   |               |
|----|---|------------------------------------|-------------------|---------------|
|    | Year:   | Place of study/scholarly activity: | Amount Requested: | <u>Amount</u> |
|    | <b>Received:</b>                                      |                                    |                   |               |
|    |   |                                    |                   |               |
|    |   |                                    |                   |               |
|    |   |                                    |                   |               |

- 6. Attach faculty updates for the last two years.
- 7. Are departmental resources available for the project? If so, please describe briefly.
- Signed:\_\_\_\_\_ Date: \_\_\_\_\_

**Department Chair (indication of support)** 

Revised 10/2007 jsm

# FORGIVABLE LOAN APPLICATION

# Mount Mary College

(2 pages)

| Name:  | Rank: |
|--|-------|
| Department:  |       |
| Dates of Proposed Graduate Study:  |       |
| 1. <u>Summary of Proposed Study</u><br>Institution or Location of Study: |       |

**Description of Study:** 

**Objectives:** 

Financial Support Requested (<u>Itemize Expenses</u>):

(over)

3. Describe how the proposed graduate study will contribute to your professional development.

7. How will your experience benefit teaching and learning at Mount Mary College?

8. How will you share what you have learned with your colleagues?

9. Previous forgivable loans/mini grants for degree work received from Mount Mary College Year: Place of study/scholarly activity: Amount Requested: Amount **Received:** 

**10.** Attach faculty updates for the last two years.

Signed:\_\_\_\_\_ Date: \_\_\_\_\_

**Department Chair (indication of support)** 

Revised 10/2006 jsm

# **COURSE RELEASE APPLICATION Mount Mary College**

(2 pages)

| Name: |
|-------|
|-------|

Rank:

Department:\_\_\_\_\_
Dates of Proposed Activities:\_\_\_\_\_

1. <u>Summary of Proposed Activities</u> Description of Activities:

**Objectives:** 

4. Describe how the proposed activities will contribute to your professional development.

11. How will your experience benefit teaching and learning at Mount Mary College?

12. I will share what I have learned by:

- Presenting at a faculty forum, faculty workshop, or other faculty-sponsored discussion
- \_\_\_\_\_ Conducting a workshop or seminar for interested colleagues and/or students
- Presenting at a student event
- \_\_\_\_\_ Presenting at a department meeting
- \_\_\_\_ Other:
- 13. Previous Course Release(s) Received from Mount Mary College Year: <u>Activity:</u>

14. Attach faculty updates for the last two years.

7. The department chairperson must send a confidential letter of support to the VPASA that includes a plan for addressing the workload issues.

Signed:\_\_\_\_\_

Date: \_\_\_\_\_

**Department Chair (indication of support)** 

Revised 1/25/05



Mount Mary College Institutional Review Board (IRB) for the Protection of Human Subjects

Application for IRB Review

# DATA COLLECTION CANNOT BEGIN UNTIL THE IRB HAS APPROVED THIS PROJECT

# **Directions:**

- Faculty and student researchers, as well as student research advisors, should <u>read all</u> relevant information on the College IRB page in My Mount Mary before initiating an <u>application</u>. This includes full knowledge of the US Department of Health and Human Services Code of Federal Regulations Title 45 (Public Welfare), Part 46 (Protection of Human Subjects). <u>http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html</u>
- The IRB application must be filed and approved by the IRB **prior** to any Mount Mary College faculty, staff, or student (undergraduate or graduate), initiating a research project/study.
- If there is a cooperating institution, attach copy of their IRB approval.
- In the case of a student research project, the student may complete the IRB application but the student's research advisor must sign and submit the application to the IRB for approval. It is the responsibility of the faculty research advisor to ensure that student applications and all attachments (e.g. informed consent forms and survey instruments) are in their final edited form. Even though a student research project may qualify as **Exempt** from full IRB review, the research advisor may request the student to complete and submit a full IRB application.
- All applicants must verify completion of Human Subjects Training. See http://www.citiprogram.org
- Complete this application on-line; click on boxes to enter your responses, print it out and obtain signatures. (<u>Handwritten applications will not be accepted</u>.) For your benefit, save the completed application in case it needs to be revised and resubmitted.
- Submit the completed application, with required signatures and attachments, to Krista Moore, IRB Chair, Behavioral Sciences Department.
- This is a professional document; please check spelling, grammar and punctuation.
- Allow a <u>minimum of 10 working days</u> to process your application. Make sure this time frame is accounted for when considering initiation of data collection and due dates for student projects.
- For class projects you must submit IRB applications to the IRB Chair by October 31<sup>st</sup> of the fall semester and March 31<sup>st</sup> for the spring semester. For summer classes, please consult with the IRB Chair.
- Upon receipt of the IRB letter of approval, data collection may begin.

# I. Required Documentation (No action will be taken without these attachments.)

| Are the following attached to the IRB app<br>Consent application | lication? | Applications should include explanation of<br>procedures, risk, safeguards, freedom to<br>withdraw, confidentiality, offer to answer<br>inquiries, third party referral for concerns,<br>signature and date. See Appendix.A.   |
|--|-----------|--|
| Questionnaire/Survey Instrument(s)                               | ☐ Yes     | If survey is being conducted verbally, a<br>copy of the introductory comments and<br>survey questions being asked must be<br>attached to this application. If survey<br>includes focus group questions, a complete<br>list of the question should be attached. For<br>research using a published/purchased<br>instrument, a photocopy of the instrument<br>will suffice. |
| Verification of Human Subjects<br>Training                       | 🗌 Yes     | Copy of transcript, certificate or other evidence  |
| Copy of cooperating institution's IRB approval.                  | Yes       | Not required if there is no cooperating institution.   |

| If student, list Research Advisor and complete Section<br>II. Research Advisor must provide requested<br>information and verify. | 1           |
|--|-------------|
|  | Department: |
| Research Advisor's Name:<br>Email:<br>Research Advisor: Have you completed Human Subject's<br>Training?                          | Phone:      |
| Research advisor's signature indicates responsibility student compliance with all IRB requirements.                              | for         |
| Signature:   | Date:       |
| Besearch Advisor   |             |

# II. Investigator(s):

| Name:<br>Affiliation with Mount Mary College (e.g. faculty, student,<br>etc):<br>Email: | Phone: |
|---|--------|
| Signature:  | Date:  |
| Name:<br>Affiliation with Mount Mary College:<br>Email:                                 | Phone: |
| Signature:  | Date:  |

# **III. Project Description**

**Instructions:** Briefly describe the proposed project including the sample and methodology (e.g. human subjects, data collection, data analysis and instruments).

1) Objectives (purpose of project):

.

2) Relevance to practice/body of knowledge:

3) Describe the research design (e.g. subject/participant selection and assignment, design, intervention, data analysis):

4) What measurement/data collection tools are being used?

# Is the proposed project "research" as defined by Institutional Review Board requirements?

| Research is defined as a systematic investigation, including research development, testing and |
|--|
| evaluation, designed to develop or contribute to generalizable knowledge.                      |
| A human subject is defined as a living individual about whom an investigator obtains either 1) |
| data through intervention or interaction with the individual; or 2) identifiable private       |
| information.   |

# Does the research involve human subjects or official records about human subjects?

| Yes |
|-----|
| No  |

# If NO STOP here and SUBMIT application.

If the results will be available in the library, presented at a professional conference (includes any presentation to group(s) outside of the classroom), or published, please check the Yes box: Yes No

# If the YES box is CHECKED, proceed to SECTION IV.

# If the NO box is CHECKED, STOP here and SUBMIT application.

# IV. Exemptions

Are you requesting exemption from IRB review in one of the federally approved categories? If yes, please reference OHRP website <u>http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html</u> and continue with application.

### 1) Does the research meet the criteria for exempt category 1 (education)? [45 CFR 46.101 (b) (1)]

| Is the research conducted in established or commonly       |
|--|
| accepted educational settings (e.g. schools, colleges or   |
| other sites where educational activities regularly occur)? |

Does the research study involve only normal education practices (e.g. instructional strategies, techniques, curricula, or classroom management techniques)?

| Yes |
|-----|
| No  |

Yes

No

Yes
No

If <u>both</u> questions are answered <u>yes</u>, stop here, proceed to <u>Section I Required Documentation</u>, and submit application.

# 2) Does the research meet the criteria for exempt category 2 (specific procedures)? [45 CFR 46.101 (b) (2)]

Does the research involve only the use of educational tests, Survey procedures, interview procedures or observation of No public behavior?

| Is the information obtained recorded in such a manner that |
|--|
| human subjects cannot be identified directly or through    |
| identifiers linked to the subjects? (See Appendix B)       |

If <u>both</u> questions are answered <u>yes</u>, stop here, proceed to <u>Section I Required Documentation</u>, and <u>submit</u> application.

## 3) Does the research meet the criteria for exempt category 3 (public officials)? [45 CFR 46.101 (b) (3)]

| Does the research involve only the use of educational tests, | 🗌 Yes |
|--|-------|
| survey procedures, interview procedures or observation of    | 🗌 No  |
| public behavior?   |       |
| Are the human subjects elected or appointed public officials | 🗌 Yes |
| or candidates for public office? If no, proceed to Category  | 🗌 No  |
| 4.   |       |

| Does any federal statute require without exception that the     | 🗌 Yes |
|---|-------|
| confidentiality of the personally identifiable information will | 🗌 No  |
| be maintained throughout the research and thereafter?           |       |
| (See Appendix B)  |       |

If <u>all</u> questions are answered <u>yes</u>, stop here, proceed to <u>Section I Required Documentation</u>, and <u>submit</u> application.

Yes
No

] Yes ] No

□ Yes □ No

# 4) Does the research meet the criteria for exempt category 4 (existing data/specimens)? [45 CFR 46.101 (b) (4)]

Does the research involve only the collection or study of Sexisting data, documents, records, pathological specimens, No or diagnostic specimens?

| Will the information be recorded by the investigator in such |
|--|
| a manner that the subjects cannot be identified directly or  |
| through identifiers linked to the subjects? (See Appendix B) |

If <u>both</u> questions are answered <u>ves</u>, stop here, proceed to <u>Section I Required Documentation</u>, and <u>submit</u> application.

**5)** Does the research meet the criteria for exempt category **5** (federal program research)? [45 CFR 46.101 (b) (5)]

| Does the research involve studying, evaluating or examining federal public benefit or service programs? | ☐ Yes<br>☐ No |
|---|---------------|
| Is the research conducted through a federal agency?   | ☐ Yes<br>☐ No |

If <u>both</u> questions are answered <u>yes</u>, stop here, proceed to <u>Section I Required Documentation</u>, and <u>submit</u> application.

6) Does the research meet the criteria for exempt category 6 (taste and food quality)? [45 CFR 46.101 (b) (6)]

| Does the research involve a taste and food quality |  |
|--|--|
| evaluation or consumer acceptance study?           |  |

| Does the food consumed contain no additives, or a limited |
|---|
| amount of food additives at or below a level approved by  |
| the FDA or EPA or the Food Safety and Inspection Service  |
| of the U.S. Department of Agriculture?                    |

If <u>both</u> questions are answered <u>yes</u>, stop here, proceed to <u>Section I Required Documentation</u>, and <u>submit</u> application.

# If no exemptions apply, continue with application. V. Additional Project Information

1) What human subjects training has the researcher completed (e.g. course work, online certification)?

2) What process is used for obtaining informed consent (attach the informed consent application)? See Appendix for consent application.

3) Does the research include special populations?

| Minors under 18 years of age?            | 🗌 Yes | 📙 No |
|--|-------|------|
| Persons legally incompetent?             | 🗌 Yes | 🗌 No |
| Prisoners?                               | 🗌 Yes | 🗌 No |
| Pregnant women, if affected by research? | 🗌 Yes | 🗌 No |
| Persons institutionalized?               | 🗌 Yes | 🗌 No |
| Persons mentally incapacitated?          | 🗌 Yes | 🗌 No |

4) If <u>YES</u>, describe additional precautions included in the research procedures.

| 5) Does the research involve any of the follow<br>False or misleading information to | wing procedu | ires? |
|--|--------------|-------|
| subjects?  |              |       |
| Withholds information such that their  | 🗌 Yes        | 🗌 No  |
| informed consent might be questioned?  |              |       |
| Uses procedures designed to modify the   | Yes          | 🗌 No  |
| thinking, attitudes, feelings, or other  |              |       |
| aspects of the behavior of the subjects?   |              |       |

6) If <u>YES</u>, describe the rationale for using procedures, how the human subjects will be protected and what debriefing procedures are used.

| 7) Does the research involve measurement i | in any of the | following areas? |
|--|---------------|------------------|
| Sexual behaviors?                          | Yes           | □ No             |
| Drug use?                                  | 🗌 Yes         | 🗌 No             |
| Illegal conduct?                           | 🗌 Yes         | 🗌 No             |
| Use of alcohol?                            | 🗌 Yes         | 🗌 No             |

8) If <u>YES</u>, describe additional precautions included in the research procedures.

| 9) Are any portions of the research being | conducted | online? |   |
|---|-----------|---------|---|
| Survey posted on a website?               | 🗌 Yes     | 🗌 No    | If yes, assure anonymity                  |
| URL for survey includes information that  | 🗌 Yes     | 🗌 No    | If yes, assure anonymity                  |
| could identify participants?              |           |         |   |
| Invitation to participate sent by email?  | 🗌 Yes     | 🗌 No    | If yes, assure anonymity                  |
| Items use drop-down box?                  | 🗌 Yes     | 🗌 No    | If yes, assure that items allow choice of |
|   |           |         | "no response"                             |

- 10) If <u>YES</u>, describe additional procedures.
- 11) Describe the methods used to ensure confidentiality of data obtained.

## **Risks and Benefits**

1) Describe risks to the subjects and the precautions that will be taken to minimize them. (Risk includes any potential or actual physical risk of discomfort, harassment, invasion of privacy, risk of physical activity, risk to dignity and self-respect, and psychological, emotional or behavioral risk.)

2) Describe the benefits to subjects and/or society. (These will be balanced against risk.)

# **Appendix A: Required Elements of Informed Consent**

Informed consent is the process of communicating to a prospective participant, in easy-to-understand language (usually sixth- to eighth-grade level), all that he or she needs to know about participating in a research project, and then obtaining the prospective participant's agreement to participate. The following ten elements of consent are widely recognized and, except under certain specific conditions, **must be included in all consent processes and forms**:

- 1. An explanation of the study, including goals, procedure, and a statement that the study is research.
- 2. A description of what participants are expected to do and expected length of participation.
- 3. A description of any likely risks or discomforts for the participants. Potential harm should be explained in language that participants can understand and that relate to everyday life.
- 4. A description of any likely benefits to the participant or to others.
- 5. A disclosure of appropriate alternative procedures or courses of treatment, if any, that might be advantageous to the participant.
- 6. A statement describing the level of privacy assured for collected information (anonymous, confidential) and how private information and information security will be managed.
- 7. An explanation of whom to contact for answers to questions about the research. When a Mount Mary student is the principal investigator, the name and phone number of a supervising faculty member is required.
- 8. An explanation of whom to contact for concerns about the participant's privacy and rights, which for Mount Mary College is its IRB Chair.
- 9. For research involving more than minimal risk, a statement describing any compensation for injuries and contact information. (Minimal risk is a risk of harm to the participant that is no greater than the risk encountered in normal, day-to-day activities or during routine physical or psychological examinations.)
- 10. A statement that research participation is voluntary and the participant may withdraw from participation at any time, without penalty or loss of benefits to which the participant is otherwise entitled. If the participant is a patient or client receiving medical, psychological, counseling, or other treatment services, there should be a statement that withdrawal from the study will not jeopardize or otherwise affect any treatment or services the participant is currently receiving or may receive in the future. Participants also should be told whether their data will be destroyed should they withdraw from the study. If a survey instrument or interview questions are used and some questions deal with sensitive issues, the participants should be told they may refuse to answer individual questions.

# Appendix B: IRB De-Identification Standard for Information

Protecting the privacy of research participants is a general concern in the vast majority of research projects. The degree to which privacy needs to be ensured or maintained depends on the nature of the particular research, its setting, and the research participants. Researchers share a general obligation to design their research to reduce the risks of disclosure of collected information about individual research participants. Thus, the present standard for de-identification of information is useful as a guide to protecting privacy even when it is not required or fully required. In this regard, the researcher should consider the following question when collecting and handling data.

Does the information I am accessing, recording, and/or disclosing contain identifiers? Simple access to information may be without concern, for example when the researcher is an employee who routinely handles the records in carrying out his or her position. But, the presence of identifiers in any **recorded or disclosed** information in the research means the information is not anonymous and so does not meet the IRB de-identification standard, which in some cases may also disqualify the research from exemption from IRB review. The IRB de-identification standard includes all 18 direct identifiers specified in the HIPAA Privacy Rule de-identification standard—45 CFR 164.514(b). Below are listed specific direct and indirect identifiers that lead to information not being anonymous.

# Identifiers: Direct; Indirect

One way to distinguish between information that is truly anonymous and information that is simply being kept confidential is to determine whether the data set contains direct or indirect identifiers. Information in a data set with either direct or indirect identifiers is not anonymous.

### Direct Identifiers include:

- Names
- Addresses
- Telephone and fax numbers
- Email addresses, IP addresses, and URLs
- Social Security numbers
- Medical record numbers
- Account numbers, such as those associated with bank accounts or health plans
- License or certificate numbers, including driver's license numbers
- License plate numbers and other vehicle identifiers
- Fingerprints, voiceprints, or full-face photographic images
- Other unique characteristics or identification numbers (example student ID numbers)

*Indirect Identifiers* can be combined with publicly available information to identify individuals. The <u>determination</u> of indirect identifiers depends on the nature of the research participants. For example, in a study of residents of the state of Wisconsin, the information that someone graduated from one of the UW system schools probably would not be a unique identifier. However, in a study of small business leaders in Racine, WI, the same information might well apply to only one individual. In general, if any single variable in a data set applies to fewer than five participants, it is considered a potential indirect identifier.

Examples of indirect identifiers include:

- Detailed geographical information, such as state, county, or census tract of residence
- Organizations to which participants belong
- Educational institutions from which participants graduated
- Exact occupations
- Places where participants grew up
- Many dates, including birth dates, hospital admission dates, high school or college graduation dates, etc.
- Detailed income information
- Offices or posts held by participants.

#### FIELD TRIP--General RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release, Waiver of Liability and Hold Harmless Agreement ("Agreement") is signed by:

**1.0** Participant is a student at the Mount Mary College and wishes to participate in a field trip, club or other enrichment activity ("Activities") associated with the Institution. Participant acknowledges that participation is not a curriculum requirement for any degree. Participant also acknowledges that his/her participation in the Activities is completely voluntary.

**2.0** As a requirement to participate in the Activities, Participant agrees to always exercise reasonable care with respect to his/her safety and the safety of others. Participant will abide by all of the Institution's Codes of Conduct.

**2.1** Participant understands that there may be dangers and hazards in the Activities which, under certain circumstances, may risk damage to property, bodily injury and even death. The Institution cannot and does not assume responsibility for such personal injuries or property damage.

2.2 Participant, for him/her self and any spouse, heirs, assigns, related individuals and related entities, hereby waives, releases, absolves, discharges and agrees to hold harmless the Institution, its District Board, its District directors, officers, employees, teachers, agents and insurers (collectively, the "Institution Released Parties") from any rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind whatsoever, known or unknown, suspected or claimed, which Participant shall or may have in the future against the Institution Released Parties arising out of, based on or related to Participant's enrollment and participation in the Activities. Participant will indemnify and hold the Institution Released Parties harmless from the payment of any and all judgments, settlements. costs, disbursements and attorney fees that are associated with the Institution Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the Activities including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and this Release, Waiver of Liability and Hold Harmless Agreement does not, however, absolve the Institution Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to the Institution Released Parties' intentional or reckless conduct.

**3.0** Participant has consulted with appropriate medical personnel and there are no health-related reasons or problems that preclude or restrict Participant's participation in the Activities. Participant agrees that Institution is not responsible for attending to Participant's medical or medication needs while engaged in the Activities. Participant assumes all responsibility therefore. If Participant is hospitalized or receives medical attention while engaged in the Activities, Institution is not responsible for payment of such costs or for the quality of services provided.

**4.0** Institution does not act as agent for any transportation carriers, hotels, restaurants and suppliers of services during the course of the Activities. Participant understands that Institution Released Parties are not responsible or liable for injury, damage, loss, accident, delay or any irregularity which may be caused by transportation carriers, hotels, restaurants or any company or person providing or performing services related to the Activities.

**5.0** Participant agrees to accept responsibility for loss or additional expense due to delays or changes in means of transportation, other services, sickness, weather, strikes, or unforeseen circumstances. Participant understands that Institution assumes no liability for loss, damage, destruction or theft of Participant's luggage or personal belongings. If Participant becomes detached from the group, fails to meet a departure bus, airplane, train or car, or becomes sick or injured, Participant is responsible for reconnecting with the group and will bear all costs attendant thereto.

**6.0** Should Participant have or develop legal problems with local authorities, Participant will attend to the matter personally with Participant's own personal funds. Institution is not responsible for providing any assistance to Participant under such circumstances.

**7.0** Because Institution will not have its own medical personnel available during participation in the Activities, Participant authorizes them to obtain necessary emergency medical treatment for Participant. Doing so will not cause Institution Released Parties to assume liability for any injury or damage arising out of emergency medical treatment.

**8.0** Participant intends for this Release, Waiver of Liability and Hold Harmless Agreement to be binding on members of his/her family, spouse and, if Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the above named Institution Released Parties by the Participant's family and spouse, for any matter arising out of Participant's participation in the Activities. Participant executes this document for the full, adequate, and complete consideration of being allowed to participate in the Activities, fully intending to be bound by the same.

**9.0** Participant agrees this Release, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under or incident to it, or the Activities.

# THIS DOCUMENT ASKS YOU TO GIVE UP SUBSTANTIAL LEGAL RIGHTS READ AND UNDERSTAND IT <u>BEFORE</u> YOU SIGN IT

| STUDENT/PARTICIPANT: | WITNESS:             |
|----------------------|----------------------|
| Signature:           | Signature:           |
| Name (please print): | Name (please print): |

# FIELD TRIP--Minor RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release, Waiver of Liability and Hold Harmless Agreement ("Agreement") is signed by:

(print)\_("Participant"), for the benefit of Mount Mary College, 2900 North Menomonee River Parkway, Milwaukee, Wisconsin, its Board, its directors, officers, employees, teachers, agents and insurers (collectively, the "Institution "). Participant is at least eighteen (18) years of age and competent to sign this document. If Participant is under eighteen (18), this document must be signed by Participant and Participant's parent and/or legal guardian.

**1.0** Participant is a student at Mount Mary College and wishes to participate in a field trip, club or other enrichment activity ("Activities") associated with the Institution. Participant acknowledges that participation is not a curriculum requirement for any degree. Participant also acknowledges that his/her participation in the Activities is completely voluntary.

**2.0** As a requirement to participate in the Activities, Participant agrees to always exercise reasonable care with respect to his/her safety and the safety of others. Participant will abide by all of the Institution's Codes of Conduct.

**2.1** Participant understands that there may be dangers and hazards in the Activities which, under certain circumstances, may risk damage to property, bodily injury and even death. The Institution cannot and does not assume responsibility for such personal injuries or property damage.

2.2 Participant, for him/her self and any spouse, heirs, assigns, related individuals and related entities, hereby waives, releases, absolves, discharges and agrees to hold harmless the Institution from any rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind whatsoever, known or unknown, suspected or claimed, which Participant shall or may have in the future against the Institution arising out of, based on or related to Participant's enrollment and participation in the Activities. Participant will indemnify and hold the Institution harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the Institution having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the Activities including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and this Release, Waiver of Liability and Hold Harmless Agreement does not, however, absolve the Institution from any liability, damages, costs, disbursements and attorney fees incurred due to the Institution's intentional or reckless conduct.

**3.0** Participant has no health-related issues or problems that preclude or restrict Participant's participation in the Activities. Participant agrees that the Institution is not responsible for attending to Participant's medical or medication needs while engaged in the Activities. Participant assumes all responsibility therefore. If Participant is hospitalized or receives medical attention while engaged in the Activities, the Institution is not responsible for payment of such costs or for the quality of services provided.

**4.0** The Institution does not act as agent for any transportation carriers, hotels, restaurants and suppliers of services during the course of the Activities. Participant understands that the Institution is not responsible or liable for injury, damage, loss, accident, delay or any irregularity which may be caused by transportation carriers, hotels, restaurants or any company or person providing or performing services related to the Activities.

**5.0** Participant agrees to accept responsibility for loss or additional expense due to delays or changes in means of transportation, other services, sickness, weather, strikes, or unforeseen circumstances. Participant understands that the Institution assumes no liability for loss, damage, destruction or theft of Participant's luggage or personal belongings. If Participant becomes detached from the group, fails to meet a departure bus, airplane, train or car, or becomes sick or injured, Participant is responsible for reconnecting with the group and will bear all costs attendant thereto.

**6.0** Should Participant have or develop legal problems with local authorities, Participant will attend to the matter personally with Participant's own personal funds. The Institution is not responsible for providing any assistance to Participant under such circumstances.

**7.0** Because the Institution will not have its own medical personnel available during participation in the Activities, Participant authorizes the Institution to obtain necessary emergency medical treatment for Participant. Doing so will not cause the Institution to assume liability for any injury or damage arising out of emergency medical treatment.

**8.0** Participant intends for this Release, Waiver of Liability and Hold Harmless Agreement to be binding on members of his/her family, spouse and, if Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Institution by the Participant's family and spouse, for any matter arising out of Participant's participation in the Activities. Participant executes this document for the full, adequate, and complete consideration of being allowed to participate in the Activities, fully intending to be bound by the same.

**9.0** Participant agrees this Release, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under or incident to it, or the Activities.

# THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS READ AND UNDERSTAND IT <u>BEFORE</u> YOU SIGN IT

| STUDENT/PARTICIPANT:                  | WITNESS:            |
|---------------------------------------|---------------------|
| Signature:                            | Signature:          |
| Name (please print):                  | Name (please print) |
| PARENT/LEGAL GUARDIAN (if applicable) |                     |
| Signature:                            |                     |

Name (please print):

# RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (For Participants Who Are Not Affiliated With Mount Mary College)

This Release, Waiver of Liability and Hold Harmless Agreement ("Agreement") is signed by:

<u>("Participant")</u>, <u>("Participant")</u>, <u>("Participant")</u>, <u>("Participant")</u>, <u>("Participant")</u>, for the benefit of Mount Mary College, 2900 North Menomonee River Parkway, Milwaukee, Wisconsin, its District Board, its District directors, officers, employees, teachers, agents and insurers (collectively, the "Institution "). Participant is at least eighteen (18) years of age and competent to sign this document. If Participant is under eighteen (18), this document must be signed by Participant and Participant's parent and/or legal guardian.

**1.0** Participant wishes to participate in a field trip, club or other enrichment activity ("Activities") associated with the Institution. Participant acknowledges that his/her participation in the Activities is completely voluntary.

**2.0** As a requirement to participate in the Activities, Participant agrees to always exercise reasonable care with respect to his/her safety and the safety of others.

**2.1** Participant understands that there may be dangers and hazards in the Activities which, under certain circumstances, may risk damage to property, bodily injury and even death. The Institution cannot and does not assume responsibility for such personal injuries or property damage.

2.2 Participant, for him/her self and any spouse, heirs, assigns, related individuals and related entities, hereby waives, releases, absolves, discharges and agrees to hold harmless the Institution from any rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind whatsoever, known or unknown, suspected or claimed, which Participant shall or may have in the future against the Institution arising out of, based on or related to Participant's enrollment and participation in the Activities. Participant will indemnify and hold the Institution harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the Institution having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the Activities including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and this Release, Waiver of Liability and Hold Harmless Agreement does not, however, absolve the Institution from any liability, damages, costs, disbursements and attorney fees incurred due to the Institution's intentional or reckless conduct.

**3.0** Participant has no health-related issues or problems that preclude or restrict Participant's participation in the Activities. Participant agrees that the Institution is not responsible for attending to Participant's medical or medication needs while engaged in the Activities. Participant assumes all responsibility therefore. If Participant is hospitalized or receives medical attention while engaged in the Activities, the Institution is not responsible for payment of such costs or for the quality of services provided.

**4.0** The Institution does not act as agent for any transportation carriers, hotels, restaurants and suppliers of services during the course of the Activities. Participant understands that the Institution is not responsible or liable for injury, damage, loss, accident, delay or any irregularity which may be caused by transportation carriers, hotels, restaurants or any company or person providing or performing services related to the Activities.

**5.0** Participant agrees to accept responsibility for loss or additional expense due to delays or changes in means of transportation, other services, sickness, weather, strikes, or unforeseen circumstances. Participant understands that the Institution assumes no liability for loss, damage, destruction or theft of Participant's luggage or personal belongings. If Participant becomes detached from the group, fails to meet a departure bus, airplane, train or car, or becomes sick or injured, Participant is responsible for reconnecting with the group and will bear all costs attendant thereto.

**6.0** Should Participant have or develop legal problems with local authorities, Participant will attend to the matter personally with Participant's own personal funds. The Institution is not responsible for providing any assistance to Participant under such circumstances.

**7.0** Because the Institution will not have its own medical personnel available during participation in the Activities, Participant authorizes the Institution to obtain necessary emergency medical treatment for Participant. Doing so will not cause the Institution to assume liability for any injury or damage arising out of emergency medical treatment.

**8.0** Participant intends for this Release, Waiver of Liability and Hold Harmless Agreement to be binding on members of his/her family, spouse and, if Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Institution by the Participant's family and spouse, for any matter arising out of Participant's participation in the Activities. Participant executes this document for the full, adequate, and complete consideration of being allowed to participate in the Activities, fully intending to be bound by the same.

**9.0** Participant agrees this Release, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under or incident to it, or the Activities. This Release, Waiver of Liability and Hold Harmless Agreement shall be in full force and effect for five (5) years from the date of signing.

# THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS READ AND UNDERSTAND IT <u>BEFORE</u> YOU SIGN IT

| Dated this:                           |                          |
|---------------------------------------|--------------------------|
| PARTICIPANT:                          | WITNESS (MSTC EMPLOYEE): |
| Signature:                            | Signature:               |
| Name (please print):                  | Name (please print)      |
| PARENT/LEGAL GUARDIAN (if applicable) |                          |
| Signature:                            |                          |
| Name (please print):                  |                          |

# MOUNT MARY COLLEGE

# NOTICE TO ALL PERSONS PARTICIPATING IN MOUNT MARY COLLEGE INTRAMURAL SPORTS OR RECREATIONAL ACTIVITIES

#### (For Participants Who Are Not Affiliated With Mount Mary College)

Many Mount Mary College (the "College") recreational activities and intramural sports involve the risk of bodily injury, property damage, and other dangers associated with participation therein. Dangers may include, but are not limited to, broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion and, in some cases, even death. Each Participant (defined below), and/or the parent or legal guardian of the Participant, in College sponsored recreational activities and intramural sports must acknowledge these risks and dangers, which are often inherent in both the activities themselves.

Each Participant being 18 years of age or older, and/or the parent or legal guardian of a Participant under the age of 18, who decides to participate is doing so voluntarily. It is the responsibility of each Participant, and/or the parent or legal guardian of the Participant, to make sure the Participant participates only in those activities for which s/he has the requisite skills, qualifications, preparation and training. College does not warrant or guarantee in any respect the competency or mental or physical condition of any individual Participant participating in an intramural sport or recreational activity.

As a condition of participation in College recreational activities and intramural sports, the Participant and/or the parent or legal guardian of each Participant are required to:

- 1) carefully review and acknowledge receipt of this Notice and the corresponding Release and Waiver of Liability, and ask any questions of College personnel if the Participant and/or the parent or legal guardian of the Participant are in any way uncertain of this document's intent and/or meaning; and
- 2) make sure that Participant has no health-related issues or problems that preclude or restrict Participant's participation in the recreational activities and intramural sports. Participant agrees that College is not responsible for attending to Participant's medical or medication needs while engaged in the recreational activities and intramural sports. Participant assumes all responsibility therefore.

# **RELEASE AND WAIVER OF LIABILITY**

I, \_\_\_\_\_\_ (name/please print) am a Participant or the parent or legal guardian of \_\_\_\_\_\_ (name/please print) ("Participant") who is, with my permission, a Participant in \_\_\_\_\_\_ (print name of recreational activity or intramural sport). I hereby give approval for the Participant's enrollment and participation in this activity. I acknowledge and I have read the above Notice and understand and assume the risks associated with such participation. Participation in this activity is by choice and is completely voluntary.

Accordingly, for myself as Participant, or in my capacity as parent or legal guardian for the Participant, and for my spouse, my heirs, assigns, related individuals and related entities, I do hereby release, waive, absolve, discharge and agree to hold harmless College, its District Board members, its District director, trustees, officers, employees, agents and insurers (collectively, the "College Released Parties") from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which the Participant shall or may have in the future against the College Released Parties arising out of, based on, related to or connected with the Participant's enrollment and participation in the above-referenced College recreational activity or intramural sport. I also agree to indemnify and hold the College Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the College Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the above-referenced College recreational activity or intramural sport including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and this Release and Waiver of Liability do not, however, absolve the College Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to their

#### intentional or reckless conduct.

I fully understand that if any fact with respect to which this Release and Waiver of Liability is executed is found hereafter to be other than or different from the fact in that connection now believed by me to be true, I expressly accept and assume the risk of such possible difference in fact and agree that this Release and Waiver of Liability shall be and remain effective notwithstanding such difference in facts.

**COVENANT NOT TO SUE OR OTHERWISE TAKE ACTION:** The Participant and/or the parent or legal guardian of the Participant covenant and agree that they will forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part of them.

<u>CONSENT TO MEDICAL CARE AND TREATMENT</u>: In the event that the Participant is injured during an COLLEGE recreational activity or intramural sport, the Participant and/or the parent or legal guardian of the Participant, consents to treatment of the Participant's injury by an athletic trainer or other professional employed by or otherwise under contract with College, subject to the provisions of the above Release and Waiver of Liability. The Participant and/or the parent or legal guardian of the Participant authorize College, at its discretion, to arrange for the Participant's transport to a hospital or other medical facility for further medical attention. The Participant and/or the parent or legal guardian of the Participant understand and agree that College is not responsible for transporting the Participant to a hospital or medical facility that participates in the Participant's insurance/managed care plan.

**REPRESENTATIONS AND WARRANTIES:** I represent and warrant that I have the full power, capacity and authority to execute this document as the Participant, or as the parent or legal guardian of the Participant. I further represent and warrant that I understand the terms and provisions of this document and its nature and effect.

**APPLICABLE LAW:** This document is made, executed and entered into and shall be governed by the laws of the State of Wisconsin. I expressly consent to the venue and jurisdiction of the Wisconsin courts with respect to any dispute arising out of participation in the above-referenced College sponsored recreational activity, intramural sport and/or athletic program.

THE PARTICIPANT, AND/OR THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT, UNDERSTANDS THAT BY SIGNING THIS DOCUMENT S/HE IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND HAS READ THE FOREGOING PROVISIONS OF THIS DOCUMENT CAREFULLY <u>BEFORE</u> SIGNING AND FULLY UNDERSTANDS THEM.

| Dated:                            | Signed:                                    |
|-----------------------------------|--|
|                                   | (Name/please print):                       |
|                                   | Parent/Legal Guardian for (if applicable): |
|                                   |  |
|                                   | (Name/please print)                        |
| Name of Health Insurance Carrier: |  |
| Subscriber/Policy No.:            |  |

## **MOUNT MARY COLLEGE**

#### NOTICE TO ALL PERSONS PARTICIPATING IN MOUNT MARY COLLEGE SPONSORED ATHLETIC PROGRAMS, INTRAMURAL SPORTS OR RECREATIONAL ACTIVITIES

#### (For Mount Mary College Students and Staff)

Many Mount Mary College (the "College") sponsored recreational activities, intramural sports and athletic programs involve the risk of bodily injury, property damage, and other dangers associated with participation therein. Dangers may include, but are not limited to, broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion and, in some cases, even death. Each Participant (defined below) and/or the parent or legal guardian of a Participant in College sponsored recreational activities, intramural sports and athletic programs must acknowledge these risks and dangers, which are often inherent in both the activities themselves, as well as the training, preparation for, and travel to and from the site of the recreational activity, intramural sport or athletic event.

Each Participant being 18 years of age or older, and/or the parent or legal guardian of a Participant under the age of 18, who decides to participate in such activities is doing so voluntary. It is the responsibility of each Participant, and/or the parent or legal guardian of the Participant, to make sure the Participant participates only in those activities for which s/he has the requisite skills, qualifications, preparation and training. College does not warrant or guarantee in any respect the competency or mental or physical condition of any individual Participant participating in an intramural sport or recreational activity.

As a condition of participation in College sponsored recreational activities, intramural sports and athletic programs, each Participant and/or the parent or legal guardian of a Participant is required to:

- carefully review and acknowledge receipt of this Notice and the corresponding Release and Waiver of Liability, and ask any questions of College personnel if the Participant and/or the parent or legal guardian of a Participant is in any way uncertain of this document's intent and/or meaning;
- carefully review and abide by the principles of conduct set forth in the College Student Handbook, the Faculty Handbook; and the "Students & Employees' Right to Know" brochure (additional copies of which can be obtained at the College Student Services office); and
- 5) with respect to athletes or coaches who participate in College athletic programs and events, the Participant must submit written proof to the College Director of Athletics that the Participant has had a complete physical examination within the previous fiscal year time period (July 1 to June 30), and has received the opinion of the doctor performing that examination that the Participant's participation in the athletic program and event and its associated practice sessions, is medically appropriate.

## **RELEASE AND WAIVER OF LIABILITY**

I, \_\_\_\_\_\_ (name/please print) am a Participant or the parent or legal guardian of \_\_\_\_\_\_ (name/please print) ("Participant") who is, with my permission, a Participant in \_\_\_\_\_\_ (print name of athletic program, recreational activity or intramural sport). I hereby give approval for the Participant's enrollment and participation in this activity. I acknowledge and I

have read the above Notice and understand and assume the risks associated with such participation. Participation in this activity is by choice and is completely voluntary.

Accordingly, for myself as Participant, or in my capacity as parent or legal guardian for the Participant, and for my spouse, my heirs, assigns, related individuals and related entities, I do hereby release, waive, absolve, discharge and agree to hold harmless Mount Mary College, its Board members, trustees, officers, employees, agents and insurers (collectively, the "College Released Parties") from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which Participant shall or may have in the future against the College Released Parties arising out of, based on, related to or connected with Participant's enrollment and participation in the above-referenced College sponsored recreational activity, intramural sport and/or athletic program. I also agree to indemnify and hold the College Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the College Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of Participant's enrollment or participation in the above-referenced College sponsored recreational activity, intramural sport and/or athletic program including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and this Release and Waiver of Liability do not, however, absolve the College Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to their intentional or reckless conduct.

I fully understand that if any fact with respect to which this Release and Waiver of Liability is executed is found hereafter to be other than or different from the fact in that connection now believed by me to be true, I expressly accept and assume the risk of such possible difference in fact and agree that this Release and Waiver of Liability shall be and remain effective notwithstanding such difference in facts.

**COVENANT NOT TO SUE OR OTHERWISE TAKE ACTION:** I covenant and agree that I will forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part of them.

**CONSENT TO MEDICAL CARE AND TREATMENT:** In the event that Participant is injured during a College sponsored recreational activity, intramural sport or athletic program, I consent to treatment of Participant's injury by an athletic trainer or other professional employed by or otherwise under contract with College, subject to the provisions of the above Release and Waiver of Liability. I authorize College, at its discretion, to arrange for Participant's transport to a hospital or other medical facility for further medical attention. I understand and agree that College is not responsible for transporting Participant to a hospital or medical facility that participates in my insurance/managed care plan.

**REPRESENTATIONS AND WARRANTIES:** I represent and warrant that I have the full power, capacity and authority to execute this document as the Participant, or as the parent or legal guardian of the Participant. I further represent and warrant that I understand the terms and provisions of this document and its nature and effect.

**APPLICABLE LAW**: This document is made, executed and entered into and shall be governed by the laws of the State of Wisconsin. I expressly consent to the venue and jurisdiction of the Wisconsin courts with respect to any dispute arising out of my participation in the above-referenced College sponsored recreational activity, intramural sport and/or athletic program.

## THE PARTICIPANT, AND/OR THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT, UNDERSTANDS THAT BY SIGNING THIS DOCUMENT S/HE IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND HAS READ THE FOREGOING PROVISIONS OF THIS DOCUMENT CAREFULLY <u>BEFORE</u> SIGNING AND FULLY UNDERSTANDS THEM.

| Dated:                            | Signed:                                    |
|-----------------------------------|--|
|                                   | (Name/please print):                       |
|                                   | Parent/Legal Guardian for (if applicable): |
|                                   | (Name/please print):                       |
| Name of Health Insurance Carrier: |  |
| Subscriber/Policy No.:            |  |

## MOUNT MARY COLLEGE

## RELEASE AND INDEMNIFICATION AGREEMENT FOR INTERNSHIPS

| Student Name (please print): |                                   |  |
|------------------------------|-----------------------------------|--|
| Description of Internship:   | [ID the Program-Related Activity] |  |
|                              |                                   |  |

Dates of Internship:

#### Location of Internship:

I, the above-name student, certify that I am eighteen years of age or older, and have voluntarily applied to participate in the above Internship, as part of the \_\_\_\_\_\_ Program at Mount Mary College. I acknowledge that the Internship may expose me to hazards or risks that may result in my illness, personal injury or death. I understand and appreciate the nature of such hazards and risks.

In consideration of my participation in the Internship, I hereby accept all risk to my health and of my injury or death that may result from such participation. I hereby further release the College, its governing board, officers, employees and representatives from any liability to me, my personal representatives, estates, heirs, next of kin, and signs for any and all claims and causes of action for loss of, or damage to, my property, and for any and all illness or injury to my person, including my death, that may result from, or occur during, my participation in the Internship, whether caused by negligence of the College, its governing board, officers, employees, representatives or otherwise. I further agree to indemnify and hold harmless the College, its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act, or omission, while participating in the described Internship.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH, OR DAMAGE TO MY PROPERTY, THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED INTERNSHIP, AND FURTHER UNDERSTAND THAT IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

| Student Signature | Date |  |
|-------------------|------|--|
|                   |      |  |
| Witness           | Date |  |

## MOUNT MARY COLLEGE

## RELEASE AND INDEMNIFICATION AGREEMENT FOR

## **PROGRAM-RELATED FIELD TRIPS**

| Student Name (please print):     |  |  |
|----------------------------------|--|--|
| Description of Activity or Trip: | [ID the Program-Related Activity or trip here] |  |
| Dates of Activity or Trip:       |  |  |

I, the above-name student, certify that I am eighteen years of age or older, and have voluntarily applied to participate in the above Activity or Trip, as part of the \_\_\_\_\_\_ Program at Mount Mary College. I acknowledge that the Activity or Trip may expose me to hazards or risks that may result in my illness, personal injury or death. I understand and appreciate the nature of such hazards and risks.

In consideration of my participation in the Activity or Trip, I hereby accept all risk to my health and of my injury or death that may result from such participation. I hereby further release the College, its governing board, officers, employees and representatives from any liability to me, my personal representatives, estates, heirs, next of kin, and signs for any and all claims and causes of action for loss of, or damage to, my property, and for any and all illness or injury to my person, including my death, that may result from, or occur during, my participation in the Activity or Trip, whether caused by negligence of the College, its governing board, officers, employees, representatives or otherwise. I further agree to indemnify and hold harmless the College, its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act, or omission, while participating in the described Activity or Trip.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH, OR DAMAGE TO MY PROPERTY, THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY OR TRIP, AND FURTHER UNDERSTAND THAT IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Student Signature

Location of Activity or Trip:

Date

Witness

Date

#### RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (For Participants Who Are Not Affiliated With Mount Mary College)

This Release, Waiver of Liability and Hold Harmless Agreement ("Agreement") is signed by:

\_\_\_\_\_\_(print)\_\_\_\_\_("Participant"), for the benefit of Mount Mary College, 2900 North Menomonee River Parkway, Milwaukee, Wisconsin, its District Board, its District directors, officers, employees, teachers, agents and insurers (collectively, the "Institution"). Participant is at least eighteen (18) years of age and competent to sign this document. If Participant is under eighteen (18), this document must be signed by Participant and Participant's parent and/or legal guardian.

**1.0** Participant wishes to participate in a field trip, club or other enrichment activity ("Activities") associated with the Institution. Participant acknowledges that his/her participation in the Activities is completely voluntary.

**2.0** As a requirement to participate in the Activities, Participant agrees to always exercise reasonable care with respect to his/her safety and the safety of others.

**2.1** Participant understands that there may be dangers and hazards in the Activities which, under certain circumstances, may risk damage to property, bodily injury and even death. The Institution cannot and does not assume responsibility for such personal injuries or property damage.

2.2 Participant, for him/her self and any spouse, heirs, assigns, related individuals and related entities, hereby waives, releases, absolves, discharges and agrees to hold harmless the Institution from any rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind whatsoever, known or unknown, suspected or claimed, which Participant shall or may have in the future against the Institution arising out of, based on or related to Participant's enrollment and participation in the Activities. Participant will indemnify and hold the Institution harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the Institution having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the Activities including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and this Release, Waiver of Liability and Hold Harmless Agreement does not, however, absolve the Institution from any liability, damages, costs, disbursements and attorney fees incurred due to the Institution's intentional or reckless conduct.

**3.0** Participant has no health-related issues or problems that preclude or restrict Participant's participation in the Activities. Participant agrees that the Institution is not responsible for attending to Participant's medical or medication needs while engaged in the Activities. Participant assumes all responsibility therefore. If Participant is hospitalized or receives medical attention while engaged in the Activities, the Institution is not responsible for payment of such costs or for the quality of services provided.

**4.0** The Institution does not act as agent for any transportation carriers, hotels, restaurants and suppliers of services during the course of the Activities. Participant understands that the Institution is not responsible or liable for injury, damage, loss, accident, delay or any irregularity which may be caused by transportation carriers, hotels, restaurants or any company or person providing or performing services related to the Activities.

**5.0** Participant agrees to accept responsibility for loss or additional expense due to delays or changes in means of transportation, other services, sickness, weather, strikes, or unforeseen circumstances. Participant understands that the Institution assumes no liability for loss, damage, destruction or theft of

Participant's luggage or personal belongings. If Participant becomes detached from the group, fails to meet a departure bus, airplane, train or car, or becomes sick or injured, Participant is responsible for reconnecting with the group and will bear all costs attendant thereto.

**6.0** Should Participant have or develop legal problems with local authorities, Participant will attend to the matter personally with Participant's own personal funds. The Institution is not responsible for providing any assistance to Participant under such circumstances.

**7.0** Because the Institution will not have its own medical personnel available during participation in the Activities, Participant authorizes the Institution to obtain necessary emergency medical treatment for Participant. Doing so will not cause the Institution to assume liability for any injury or damage arising out of emergency medical treatment.

**8.0** Participant intends for this Release, Waiver of Liability and Hold Harmless Agreement to be binding on members of his/her family, spouse and, if Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Institution by the Participant's family and spouse, for any matter arising out of Participant's participation in the Activities. Participant executes this document for the full, adequate, and complete consideration of being allowed to participate in the Activities, fully intending to be bound by the same.

**9.0** Participant agrees this Release, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under or incident to it, or the Activities. This Release, Waiver of Liability and Hold Harmless Agreement shall be in full force and effect for five (5) years from the date of signing.

# THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS READ AND UNDERSTAND IT <u>BEFORE</u> YOU SIGN IT

Dated this:\_\_\_\_\_

PARTICIPANT:

WITNESS (MSTC EMPLOYEE):

Signature: \_\_\_\_\_

Name (please print):\_\_\_\_\_

Name (please print)\_\_\_\_\_

Signature: \_\_\_\_\_

PARENT/LEGAL GUARDIAN (if applicable)

| Signature: |  |
|------------|--|
| •          |  |

Name (please print):\_\_\_\_\_

## RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR MOUNT MARY COLLEGE STUDY ABROAD PROGRAMS

This Release, Waiver of Liability and Hold Harmless Agreement is executed by

("Participant"), and is issued to Mount Mary College, (Name of Applicant-Please Print 2900 North Menomonee River Parkway, Milwaukee, Wisconsin.

## PROGRAM: MOUNT MARY COLLEGE FOREIGN TRAVEL

- 1. <u>Participant's desire to participate in the Program</u>. Participant acknowledges that he/she is a \_\_\_\_\_\_ who wished to participate in the \_\_\_\_\_\_. The dates of the Program are \_\_\_\_\_\_. Participant expressly acknowledges that he/she has freely and voluntarily decided to participate in this Program.
- 2. <u>Risks of study abroad</u>. Participant acknowledges and understands that participation in the Program involves risks not found in domestic travel. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; and other matters related to foreign travel. Participant acknowledges that he/she has made his/her own investigation and is willing to accept these risks.
- 3. <u>Institutional Arrangements</u>. Participant understands and acknowledges that neither the College, nor the Program's Coordinator, represents, or acts, as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. Participant understands and acknowledges that neither the College nor the Program's Coordinator is responsible for matters that are beyond their control. Participant hereby releases the College and the Program's Coordinator from any injury, loss, damage, accident, delay or expense arising out of any such matters.
- 4. <u>Independent Activity</u>. Participant understands and acknowledges that neither the College, nor the Program's Coordinator, is responsible for any injury or loss that he/she may suffer when he/she travels independently or is otherwise separated or absent from any Program-related activity.
- 5. <u>Health and Safety</u>. Participant understands and acknowledges that:
  - a. He/She has consulted with a medical doctor with regard to any personal medical needs. Further, Participant represents that there are no health-related reasons or problems which preclude or restrict his/her participation in the Program.
  - b. He/She is aware of all applicable personal medical needs, and has arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while he/she participates in the Program.
  - c. He/She understands and acknowledges that the College may, but is not obligated to, take any actions it considers to be warranted under the circumstances regarding the Participant's health and safety. Further, Participant agrees to pay all expenses relating thereto and release the College from any liability for any actions taken.
- 6. <u>Acceptable conduct by Participant</u>. Participant is aware of the behavior expected while participating in the Program. As a guest, there is certain behavior that is unacceptable and could lead to possible disruption or continuation of Participant's participation in the Program. Participant assures the College that he/she shall act in an appropriate manner at all times. If the College, or the Program's Coordinator, finds it necessary to expel Participant from participation in the Program, he/she will be responsible for his/her own expenses and will not receive any refund of Program fees.

- 7. <u>Legal Problems</u>: Participant acknowledges and understands that should he/she have or develop legal problems during the course of the Program, Participant will attend to the matter personally with participant's own personal funds. Neither the College, nor the Program's Coordinator, is responsible for providing any assistance to Participant under such circumstances.
- 8. <u>Travel and Accommodation Problems</u>. Participant acknowledges and agrees to accept all responsibility for loss or additional expenses due to delays or other changes related to transportation problems. Participant acknowledges and understands that neither the College, nor the Program's Coordinator, assumes any liability whatsoever for any losses, damage, destruction or theft of Participant's luggage or personal belongings, and Participant represents and warrants that he/she has obtained adequate insurance, or has sufficient funds to replace such belongings and will hold the College, and the Program's Coordinator, harmless therefrom. Further, Participant acknowledges and understands that in the event Participant becomes detached from the Program group, fails to meet a departure time or become sick or injured, Participant will bear all responsibility to seek out, contact and reach the Program group at its next available destination.
- 9. <u>College's Rights and Powers</u>. The College reserves the right to cancel, without penalty, the offering and conduct of the Program. Further, the College reserves the right to withdraw any part of the Program, to make any alterations, deletions or modifications in the Program's itinerary, as deemed necessary by the College or by the Program's Coordinator.
- 10. <u>Waiver of College Liability and Indemnification of the College for Risks and Dangers</u>. As a condition precedent to Participant's participation in the Program, Participant agrees to exercise reasonable care at all times with respect to the safety of Participant's own person and personal property, and with respect to the safety of other Participants and their personal property. Participant understands, however, that there are certain dangers, hazards, and risks inherent in the activities included in the Program. Participant acknowledges that participation in the Program may involve the risk of damage to property, bodily injury, and, in some cases, even death. Neither the College, nor the Program's Coordinator, assumes any responsibility for such personal injuries or property damage. Participant further acknowledges that he/she is at least eighteen (18) years of age, and is competent to sign this document.

Accordingly, Participant, for him/herself and the Participant's spouse (if applicable), heirs, assigns, related individuals and related entities, does hereby waive, release, absolve, discharge and agree to hold harmless the College and its Board of Trustees, directors, officers, employees, teachers, agents and insurers, and the Program's Coordinator (collectively, the "Released Parties"), from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages, or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which the Participant shall, or may have, in the future against the Released Parties arising out of, based on, related to, or connected with, the Participant's enrollment and participation in the Program. Participant also agrees to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorneys' fees that are associated with the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the Program, including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and Release, Waiver of Liability and Hold Harmless Agreement does not, however, absolve the Released Parties from any liabilities, damages, costs, disbursements and attorneys' fees incurred due to its intentional or reckless conduct.

Participant understands that if any fact with respect to which this Release, Waiver of Liability and Hold Harmless Agreement is executed is found hereafter to be other than or different from the fact in that connection now believed by Participant to be true, Participant expressly accepts and assumes the risk of such a possible difference in fact and agrees that this Release, Waiver of Liability and Hold Harmless Agreement shall be and remain effective not withstanding such difference in facts.

11. <u>Governing Law: Forum</u>. Participant agrees that this Release, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Release, Waiver of Liability and Hold Harmless Agreement. The terms and provisions of this Release, Waiver of Liability and Hold Harmless Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Release, Waiver of Liability and Hold Harmless Agreement, the validity of the remaining portions shall not be affected thereby.

## 12. Other Provisions.

- a. The Released Parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Released Parties will cause them to assume no responsibility for any injury or damage which might arise out of, or in connection with, such emergency medical treatment.
- b. It is the Participant's express intent that this Release, Waiver of Liability and Hold Harmless Agreement shall bind the members of the Participant's family and spouse (if applicable); and if the Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Released Parties by the Participant's family and spouse (if applicable), for any matter arising out of Participant's participation in the Program.
- c. By signing this document, Participant acknowledges and represents that he/she is fully informed of the contents of this Release, Waiver of Liability and Hold Harmless Agreement. By reading it before signing it, and by signing this document as the Participant's own free act and deed, Participant confirms that no oral representations, statements or inducements, apart from those made herein, have been made.

## THIS RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT REQUIRES YOU TO GIVE UP SUBSTANTIAL LEGAL RIGHTS. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE YOU SIGN IT.

Participant

Date: \_\_\_\_\_

X:\clientb\067332\0010\A0763778.1

## **APPENDIX A**

#### **MISSION-BASED ASSESSMENT**

#### MISSION

Mount Mary College, an urban Catholic college for women sponsored by the School Sisters of Notre Dame, provides an environment for the development of the whole person. Mount Mary commits itself to excellence in teaching. The College encourages leadership, integrity, and a deep sense of social justice arising from a sensitivity to moral values and Christian principles. Mount Mary commits itself to excellence in teaching and learning with an emphasis on thinking critically. The baccalaureate curriculum integrates the liberal arts with career preparation for women of diverse ages and personal circumstances; the programs at the graduate level provide opportunities for both men and women to enhance their professional excellence.

## **Core Curriculum Student Learning Outcomes**

The Mount Mary College graduate will be able to:

- question and investigate the human meaning of life through study and dialog of intellectual and religious traditions, especially the Christian tradition
- critically analyze and evaluate ideas, texts, evidence and situations or products, develop an informed interpretation and effectively communicate conclusions or a point of view in writing
- respect cultural differences, and recognize the interrelatedness of global domains (e.g. national, economic, technological, political, sociocultural, environmental, esthetic)
- act on issues of social justice within the contexts of personal values and shared leadership
- develop an aesthetic awareness of the environment and/or develop creative self-expression
- identify and solve problems using relevant information and strategies
- use disciplinary theory and constructs to analyze real problems and develop solutions

## **Graduate Student Learning Outcomes**

The goals of graduate scholarship and research are

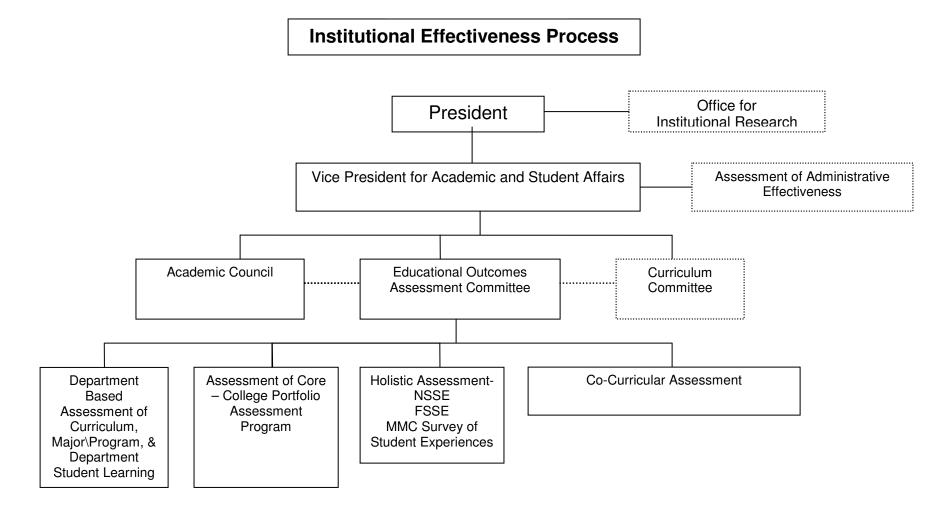
- Reflective thinking
- Development of in-depth knowledge and specialized skills in an area of concentration
- Application of theoretical and empirical findings to relevant issues within the discipline

## **Co-Curricular Learning Outcomes\***

- Enrich student integration of faith and reason through the provision of co-curricular learning opportunities.
- Create opportunities for students to experience, reflect upon, and act from a commitment to justice, mercy and compassion, and in light of Catholic social teaching to develop respect and responsibility for all, especially those in need.
- Challenge students to high standards of personal behavior and responsibility through the formation of character and virtues.
- Seek dialogue among religious traditions and with contemporary culture to clarify beliefs and to foster mutual understanding in the midst of tensions.
- Assist students in discerning and responding to their vocations, understanding potential professional contributions, and choosing particular career direction.

\*Based on Living the Principles of Good Practice for Student Affairs at Catholic Colleges and Universities"

# **APPENDIX B**



# **APPENDIX C**

## **Assessment Committees**

| Committee                                    | Description   | Tasks   | Membership  |
|--|---|---|---|
| Educational Outcomes<br>Assessment Committee | <ul> <li>Conduct an annual review of the Institutional<br/>Assessment Plan and modify as necessary.</li> <li>Review and integrate the data gathered from<br/>the work of mission-based assessment,<br/>program review and co-curricular assessment<br/>committees for use in academic and strategic<br/>planning.</li> <li>Provide summary reports to the Vice President<br/>for Academic and Student Affairs, as<br/>appropriate, to improve student learning<br/>outcomes.</li> </ul> | Monitor assessment plans of Core,<br>and Co-Curricular Assessment Committees.<br>Collaborate with Graduate Council<br>on assessment of graduate student learning<br>outcomes. | Chairperson, Director of Assessment<br>3 faculty including persons who teach in<br>core, professional, and graduate areas.<br>Associate Dean for Academic Affairs<br>Associate Dean for Student Affairs<br>Vice President for Academic and Student<br>Affairs |