



WPI

**RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNIFICATION**

Use of Treatment Room at WPI Student Health Services (SHS)

_____ (student name) (the “Student”) has requested that as a courtesy to them, WPI Student Health Services (SHS) provide use of a treatment room at SHS, as follows (the “Treatment Room”):

- Dates/Times or Frequency: _____
- Treatment: _____

- Provider Name, Qualifications, MA License #: _____

- Medication stored at SHS pursuant to a signed “Request for Storage of Medication(s) at WPI Student Health Services (SHS)” dated: _____ (date)
- Other supplies provided by either the Student or the Provider, unless to be provided by WPI as follows:

In consideration of using a Treatment Room at SHS for the Treatment detailed above of the Student by myself _____ (provider name) (the “Provider”), I understand, acknowledge, and agree to the following terms of this Release of Liability, Assumption of Risk and Indemnification (the “Release”):

1. WPI does not require me to provide the Treatment detailed above in a Treatment Room, but I desire to do so voluntarily or upon the request of the Student, I understand that WPI is providing a Treatment Room as a courtesy, and I acknowledge the potential dangers and risks of both the Treatment and the use of WPI’s Treatment Room.
2. I understand and acknowledge that I will only have access to a Treatment Room at SHS during the dates and times listed above and only during Academic Year: _____. Please note that SHS is closed during the academic term breaks, official WPI holidays, and for inclement weather. I further understand and acknowledge that I will not have access to a Treatment Room at SHS when SHS is closed.
3. I understand that WPI does not have the capability to provide, and is not responsible for providing, the Treatment to the Student. If I am not present at the date and time designated for the Treatment, WPI will not and cannot provide the Student the Treatment and the Student has agreed to seek medical attention from their own health care provider(s).
4. I agree that the Student and I will follow all WPI SHS policies and protocols, WPI’s Student Code of Conduct, and any WPI, state, or federal guidance related to the Treatment while using a Treatment Room. I understand that if either the Student or I fail to follow these policies, protocols, and guidance, my use of a Treatment Room will be immediately suspended, and I may be subject to immediate removal from the WPI campus.
5. I confirm that I am fully licensed to practice in Massachusetts, as noted above, and carry the requisite professional liability insurance for performing my duties to the Student.
6. I will DEFEND, INDEMNIFY AND HOLD HARMLESS, and RELEASE WAIVE, DISCHARGE, AND COVENANT NOT TO SUE WPI, its affiliates, subsidiaries, trustees, officers, students, employees and agents, and their respective successors, heirs, and assigns (the “Related Parties”) from and against any and all liability,

claims, demands, actions, or causes of action whatsoever arising out or related to any loss, damage, injury, or death that may be sustained by me or to any other individual, or to any property belonging to me or to any other individual, while using a Treatment Room at SHS for the Treatment detailed above, or while in, on, or upon the premise(s) of WPI SHS for the Treatment detailed above, or in transportation to and from said premise(s), whether caused by the negligent act or omission of WPI or otherwise, excepting those injuries caused by the intentional or reckless acts of WPI or the Related Parties.

7. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR MYSELF AND THE STUDENT FOR ANY LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be caused or sustained by me whether in whole or in part, as a result of using a Treatment Room at SHS for the Treatment detailed above.
8. It is my express intent that this Release shall bind the members of my family, my heirs, assigns and personal representative, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE WPI and the Related Parties.
9. I understand that WPI and the Related Parties will not be responsible (and the Student and I will not hold WPI or the Related Parties responsible) for any medical costs associated with any illness or injury that the Student or I may sustain. I RELEASE AND HOLD HARMLESS WPI, and the Related Parties, from all medical costs and medical expenses associated with my use of a Treatment Room at SHS for the Treatment detailed above.
10. I understand that this Release is intended to be as broad and as inclusive as permitted by the laws of the Commonwealth of Massachusetts, and that if any portion of this Release is held invalid, it is agreed that the balance shall continue in full force and effect. This Release shall be effective from the date of my signature below.

I have read this Release, fully understand its terms, understand and acknowledge that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. In executing this Release, I assert that I am 18 years of age or older and make this decision informed of its implications and entirely of my own free will.

Provider Name (print)

Provider Signature

Date