

HOLD HARMLESS AND RELEASE AGREEMENT

Print Your Name: _____

Please read this agreement and, in the short space provided, initial each provision to indicate that you have read and fully understand it. Then, at the end, sign, and date this form, then have your signature witnessed.

SECTION 1: CONSENT TO PARTICIPATE

1. I am fully informed to my satisfaction about the Organizational Behavior T-Group, hereinafter referred to as OBTG, a pre-conference activity that takes place for the three days prior to the start of the Organizational Behavior Teaching Conference which is sponsored by the OBTS Teaching Society for Management Educators. I willingly choose to participate in the OBTG at this time. _____
2. I understand that the OBTG is an experiential, educational activity that may or may not assist in personal growth. It is not intended to be psychotherapy or medical therapy or a substitute for either one. OBTG facilitators are not licensed psychiatrists or psychologists. I understand that the activity may involve physical contact, such as hugging, and if I do not consent to this, I will tell a facilitator that I object before or at the time the contact occurs. I further understand that a T-Group involves sharing and I may experience deep emotions and possibly emotional stress, anxiety, tears, physical discomfort or exhaustion in the process of sharing. _____
3. I do not have any doubts about my mental health, emotional stability or physical ability to handle this program. Any doubts I may have had were resolved by me before I decided to enroll by consulting a physician, psychiatrist, psychotherapist or psychologist knowledgeable about T-Groups who has no objections to my participation in the OBTG. _____
4. I understand that the OBTG facilitators are here to assist me and are responsible only for facilitating interaction in the T-Group. OBTG is not my fiduciary and I do not expect this program to be administered with the standard of care expected of trained mental health professionals. If I feel mental or physical discomfort or adverse effects during the program, I promise to inform the facilitators. I understand I am free to leave the program at any time for any reason. If I feel I need assistance from anyone, professional or otherwise, I take full responsibility for leaving the program and obtaining it for myself. _____

SECTION II: AGREEMENT RELEASING OBTG, OBTS, and BROCK UNIVERSITY FROM LIABILITY FOR ITS NEGLIGENCE OR OTHER ACTS.

In consideration of OBTG allowing me to attend and participate in the OBTG, I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby agree:

1. **ASSUMPTION OF RISK:** I am fully aware that participating in the OBTG may contain risks of physical and psychological injury. I know and understand the scope, nature and extent of the risks involved in the program and activities contemplated by this Agreement. I voluntarily and freely choose to participate and assume any and all such risks and dangers. _____
2. **EXEMPTION FROM LIABILITY:** I hereby fully and forever discharge and release OBTG, its administrator, facilitators, dean, organizers, and participants, and the OBTS Teaching Society for Management Educators, its Board, Executive Committee, and its agents, and the Brock University, its Trustees, officers, and agents from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and equity, in any way resulting from personal, physical, psychological or emotional injuries, distress or death sustained that I claim out of the OBTG or any of its associated activities. Exemption from liability in this provision includes loss, damage or injury resulting from the negligence of OBTG, its administrator, facilitators, dean, organizers, and program participants, or resulting from the negligence of the OBTS Teaching Society for Management Educators, its

Board, Executive Committee, and its agents, or resulting from the negligence of Brock University, its Trustees, officers, and agents._____

3. COVENANT NOT TO SUE: I agree not to institute, initiate or assist the prosecution of any suit, claim or action at law or equity, or otherwise, against OBTG, its administrator, facilitators, dean, organizers, and program participants, and the OBTS Teaching Society for Management Educators, its Board, Executive Committee, and agents, and Brock University, its Trustees, officers, and agents for damages which I or my heirs, executors, administrators or assigns hereafter may have arising from the OBTG or any of its associated activities._____

4. INDEMNITY AGREEMENT: I agree to indemnify and hold harmless OBTG, its administrator, facilitators, dean, organizers, and program participants, and the OBTS Teaching Society for Management Educators, its Board, Executive Committee, and its agents, and Brock University, its Trustees, officers, and agents from any and all losses, claims, actions or proceedings of any kind which may be based on my participation in the OBTG and which may be initiated by me and/or any other person or organization on my behalf, or by any other person or third parties (including other participants of OBTG) on their own behalf. This includes reimbursement of all legal costs and reasonable counsel fees incurred by OBTG, its facilitators, dean, and organizers, or other indemnified parties, including those previously mentioned in this agreement, for the defense of any such actions which may arise directly or indirectly from my participation in the OBTG._____

5. WAIVER OF PUNITIVE DAMAGES: I understand and agree, consistent with and in addition to the foregoing, that I am waiving and forever abandoning any claims for punitive or exemplary damages against OBTG, its administrator, facilitators, dean, organizers, and participants, and the OBTS Teaching Society for Management Educators, its Board, Executive Committee, and its agents, and Brock University, its Trustees, officers, and agents. I voluntarily choose to give up this right._____

SECTION III: ARBITRATION AGREEMENT

1. INSURANCE DISCLAIMER: I understand OBTG does not provide any insurance, either medical or liability, for any incident occurring as a result of my participation in the OBTG or its associated activities, and if I want insurance of any kind, I must furnish my own._____

2. ARBITRATION AGREEMENT: I agree that any controversy or claim not effectively released in this Agreement arising out of or relating to my participation in the OBTG will be determined by submission to arbitration in accordance with the rules of the American Arbitration Association (except that punitive damages are waived in SECTION II, Paragraph 5 above), and not by lawsuit or resort to court process (except as applicable law provides for judicial review of arbitration proceedings). This agreement includes arbitration of claims against OBTG that there have been any wrongful acts or omissions by OBTG, its administrator, facilitators, dean, organizers, and participants, intentional or otherwise or by the OBTS Teaching Society for Management Educators, its Board, Executive Committee, and its agents, or by Brock University, its Trustees, officers, and agents. The decision of the arbitrators may be entered in any court having jurisdiction in such matters. By signing this I am agreeing to have any issue or claim arising out of my participation in this activity decided by neutral arbitration and I am giving up my right to a jury or court trial._____

3. I understand this Agreement shall be construed and governed by the laws of the State of North Carolina and that it cannot be modified unless in writing and signed by both parties._____

I hereby expressly recognize that this Agreement is a contract and I have released any and all claims against the indemnified parties resulting from my participation in the OBTG, or any of its associated activities, including any claims caused by the negligence of the indemnified parties._____

I HAVE CAREFULLY READ THIS AGREEMENT AND I UNDERSTAND ITS CONTENTS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND SIGN THIS AGREEMENT OF MY OWN FREE WILL.

SIGNATURE: _____ DATED: _____

WITNESSED BY: _____
(print name)

SIGNATURE of WITNESS:

_____ DATED: _____