

The University of Texas
Rio Grande Valley
Engaged Scholarship & Learning

Release and Indemnification Agreement

I, _____, intend to participate in a service project/activity that benefits the community at _____, in my _____ course. I understand that my responsibilities at the community organization will include but are not limited to: _____

Participant: Name (Last, First. Print or type.) _____

Address of Participant: _____

Description of Activity or Trip: _____

Mode of Transportation: _____

Location of Activity or Trip: _____

Date(s) of Activity or Trip: From: _____ 20 _____ To _____ 20 _____

In consideration of participant being permitted to participate in the activity or trip, I hereby accept all risks to participant's health and his/her injury or death that may result from such participation and I hereby release The University of Texas Rio Grande Valley, its governing board, officers, employees, and representatives from any and all liability to participant, participant's personal representatives, estate, heirs, next of kind, and assign for any and all claims and causes of action for loss of or damage to participant's property and for all illness or injury to participant's person, including his/her death, that may result from or occur during participant's participation in the activity of Trip, whether caused by negligence of The University of Texas Rio Grande Valley, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless The University of Texas Rio Grande Valley and 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 participant's negligent or intentional act or omission while participating in the described activity or trip.

I understand that certain risks are inherent in such activity and I fully accept these risks. These risks may include, but are not limited to, risks associated with working with children, engaging in sports activities, and those normally associated with travel to and from community sites.

I understand that I am required to provide my own health and vehicle insurance. Neither the Trustees of The University of Texas Rio Grande Valley nor my instructor is responsible for any medical or legal expenses that may result from any injury or illness sustained while participating in community service.

I release and fully discharge the University and its trustees, officers, employees, and agents, from all liability in connection with my participation in service learning. Including the event of any injury to or illness of my person or death, or for any loss or damage to any personal property or personal effects owned by me.

Release and Indemnification Agreement

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

Student's Signature _____ Date _____

Student's Name (print) _____

Address _____

Phone _____ Email _____

Emergency Contact

Name: _____ Relationship: _____

Phone: _____

I am the Parent/Guardian of the above-named participant, who is under eighteen years of age and I am fully competent to sign this agreement. I give permission for the participant in the above referenced activity or trip. I acknowledge that the nature of the activity may expose the participant to hazards or risks that may result in the Participant's illness, personal injury, or death.

Parent/Guardian (print name): _____ Date _____

Parent/Guardian Signature: _____

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I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL FINANCIAL LIABILITY FROM THE UNIVERSITY OR ITS AFFILIATES FROM ANY EXPENSES OBTAINED AS A RESULT OF MY PARTICIPATION NOT LIMITED TO, BUT INCLUDING BACKGROUND CHECKS AS REQUIRED.

Student's Signature _____ Date _____

Student's Name (print) _____

I am the Parent/Guardian of the above-named participant, who is under eighteen years of age and I am fully competent to sign this agreement. I give permission for the participant in the above referenced activity or trip. I acknowledge that the nature of the activity may expose the participant to financial liabilities as a result of his/her participation.

Parent/Guardian (print name): _____ Date _____

Parent/Guardian Signature: _____

Acknowledgement of Fair Labor Act Standards

Student's Name (Print): _____ Student ID#: _____

Student Phone: _____ Student Email: _____

I acknowledge that I have read and received the guidelines under the United States Fair Labor Act. I understand that failure to act in accordance with these guidelines could lead to my removal from the service learning project and may lead to disciplinary actions by The University of Texas Rio Grande Valley. I understand that when engaged in a community-based project I represent the University, my family, myself, all of which I will represent with the highest regard in accordance with the Vaquero Honor Code.

Student Name (Signature): _____ Date: _____

Parent/Guardian (minor students only)

Name (print): _____ Date _____

Signature: _____

The University of Texas Rio Grande Valley

Engaged Scholarship & Learning
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Wage and Hour Division (WHD)

Fact Sheet #71: Internship programs under the Fair Labor Standards Act

This fact sheet provides general information to help determine whether interns must be paid the minimum wage and overtime under the Fair Labor Standards Act for the services that they provide to “for-profit” private sector employers.

Background

The Fair Labor Standards Act (FLSA) defines the term “employ” very broadly as including to “suffer or permit to work.” Covered and non-exempt individuals who are “suffered or permitted” to work must be compensated under the law for the services they perform as an employer. Internships in the “for-profit” private sector will most often be viewed as employment, unless the test described below relating to trainees is met. Interns in the “for-profit” private sector who qualify as employees rather than trainees typically must be paid at least the minimum wage and overtime compensation for hours worked over forty in a workweek.*

The Test for Unpaid Interns

There are some circumstances under which individuals who participate in “for-profit” private sector internships or training programs may do so without compensation. The Supreme Court has held that the term “suffer or permit to work” cannot be interpreted so as to make a person whose work serves only his or her own interest an employee of another who provides aid or instruction. This may apply to interns who receive training for their own educational benefit if the training meets certain criteria. The determination of whether an internship or training program meets this exclusion depends upon all of the facts and circumstances of each such program.

The following six criteria must be applied when making this determination:

1. The internship, even though it includes actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;
2. The internship experience is for the benefit of the intern;
3. The intern does not displace regular employees, but works under close supervision of existing staff;
4. The employer that provides the training derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded;
5. The intern is not necessarily entitled to a job at the conclusion of the internship; and
6. The employer and the intern understand that the intern is not entitled to wages for the time spent in the internship.

If all of the factors listed above are meant, an employment relationship does not exist under the FLSA, and the Act’s minimum wage and overtime provisions do not apply to them. This exclusion from the definition of employment is necessarily quite narrow because the FLSA’s definition of “employ” is very broad. Some of the most commonly discussed factors for “for-profit” private sector internship programs are considered below.

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Similar To An Education Environment And The Primary Beneficiary Of The Activity

In general, the more an internship program is structured around a classroom or academic experience as opposed to the employer's actual operations, the more likely the internship will be viewed as an extension of the individual's educational experience (this often occurs when a college or university exercises oversight over the internship program and provides educational credit). The more the internship provides the individual with skills that can be used in multiple employment settings, as opposed to skills particular to one's employer's operation, the more likely the intern would be viewed as receiving training. Under these circumstances the intern does not perform the routine work of the business on a regular or recurring basis, and the business is not dependent upon the work of the intern. On the other hand, if the interns are engaged in the operations of the employer or are performing productive work (for example, filing, performing other clerical work, or assisting customers), then the fact that they may be receiving some benefits in the form of a new skill or improved work habits will not exclude them from the FLSA's minimum wage and overtime requirements because the employer benefits from the interns' work.

Displacement and Supervision Issues

If an employer uses interns as substitutes for regular workers or to augment its existing workforce during specific time periods, these interns should be paid at least the minimum wage and overtime compensation for hours worked over forty in a workweek. If the employer would have hired additional employees or required existing staff to work additional hours had the interns not performed the work, the interns will be viewed as employees, but the intern performs no or minimal work, the activity is more likely to be viewed as a bona fide educational experience. On the other hand, if the intern receives the same level of supervision as the employer's regular workforce, this would suggest an employment relationship, rather than training.

Job Entitlement

The internship should be of a fixed duration, established prior to the outset of the internship. Further, unpaid internships generally should not be used by the employer as a trial period for individuals seeking employment at the conclusion of the internship period. If an intern is placed with the employer for a trial period with the expectation that he or she will then be hired on a permanent basis, that individual generally would be considered an employee under the FLSA.

Where to Obtain Additional Information

This publication is for general information and is not considered in the same light as official statements of position contained in the regulations.

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243)

* The FLSA makes a special exception under certain circumstances for individuals who volunteer to perform services for a state or local government agency and for individuals who volunteer for humanitarian purposes for private non-profit food banks. WHD also recognizes an exception for individuals who volunteer their time, freely and without compensation for religious, charitable, civic, or humanitarian purposes to non-profit organizations. Unpaid internships in the public sector and for non-profit charitable organizations, where the intern volunteers without expectation of compensation, are generally permissible. WHD is reviewing the need for additional guidance on internships in the public and non-profit sector.