

Appendix B

Department of Criminal Justice and Criminology

ANTICIPATORY RELEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,

a student at Ball State University, whose home address is

(street or rural route)

(city or town)

(state, zip code)

hereinafter called "RELEASOR," in consideration of being permitted to participate in the Internship Program of the Criminal Justice and Criminology Department, Ball State University, hereby releases and forever discharges Ball State University Board of Trustees, its agents, employees and representatives (hereinafter collectively called "RELEASEES"), of and from any and all liability to the Releasor, his or her personal representative, heirs, next-of-kin and assigns, from any and all loss or damage, any claim therefore, on account of injury to the person or property, or resulting in the death, of the Releasor whether caused by the negligence or other conduct of the Releases, or any of them, while the Releasor is a participant in the Internship Program of the Criminal Justice and Criminology Department, Ball State University.

Releasor, in further consideration of being permitted to participate in the Internship Program of the Criminal Justice and Criminology Department, Ball State University, do for myself, my personal representative, my heirs, next-of-kin and my assigns, hereby release and forever discharge Ball State University Board of Trustees, its agents, employees and representatives, of and from any and all claims, demands, costs, expenses, debts, actions or causes of action in law or in equity arising from, connected with, or in any way growing out of any bodily injury or personal injury, known or unknown, death, or property damage resulting or to result to the Releasor while a participant in the Internship Program of the Criminal Justice and Criminology Department, Ball State University, or any activities in connection therewith, whether caused by the negligence or other conduct of the Releases, or any of them.

Releasor hereby voluntarily assumes all risk of and full responsibility for any bodily injury, death or property damage which may be incurred by Releasor while a participant in the Internship Program of the Criminal Justice and Criminology Department, Ball State University.

This Anticipatory Release contains the entire agreement between the parties and the terms hereof are contractual and not mere recitals.

Releasor further agrees that the signature of Releasor below constitutes an acknowledge by Releasor that (i) Releasor has read carefully the foregoing Anticipatory Release and knows the contents thereof, (ii) the activities and the attendant dangers of participation in the Internship Program of the Criminal Justice and Criminology Department, Ball State University, have been explained fully to Releasor and Releasor has all of the information about such activities and attendant dangers, (iii) participation by Releasor in the aforesaid activities and attendant dangers as an intern in the Criminal Justice and Criminology Department, Ball State University will be of substantial benefit to Releasor and (iv) Releasor has

signed this Anticipatory Release voluntarily, without coercion and as the free act and deed of the Releasor.

IN WITNESS WHEREOF, Releasor has executed this Anticipatory Release at Muncie, Indiana, on this _____ day of _____, _____.

WITNESSES TO SIGNATURE:

(Releasor)

This instrument prepared by William F. Radcliff of DeFur, Voran, Hanley, Radcliff & Reed, Attorneys at Law, 320 South High Street, Muncie, Indiana 47305.