

# **JOB SHADOW AGREEMENT AND WAIVER OF LIABILITY**

## **PARTIES**

The parties to this Agreement are St. Augustine Preparatory School (the “School”), \_\_\_\_\_, the student who desires to shadow (“Shadow”), and \_\_\_\_\_ the company offering the Shadow the opportunity to shadow (the “Company”).

## **PURPOSE**

The purpose of this agreement is to ensure that students who desire to job shadow (hereinafter referred to as “Shadow”) with the “Company”, and the parents of any Shadow who is under the age of eighteen (18) years, fully understand, the terms and conditions under which such an opportunity will be afforded to them.

Shadow’s activity at the Company shall be limited to observing the business operations of the Company. Shadow shall not perform any work for Company. The terms and conditions set forth below shall be followed and shall govern Shadow’s ability to participate in observation.

## **POLICY**

School has established a formal policy with respect to job shadow program, which is set forth below. Please read this policy carefully to ensure that you understand the terms and conditions of this agreement before proceeding.

School strives to provide a learning environment for students to enable them to determine whether they might have an interest in working in a particular field of business. Shadowing allows Shadow to follow and observe employees of the Company as they carry out their job responsibilities. These experiences provide Shadow with first hand observations and a realistic understanding of the job duties and responsibilities of various Company employees.

Shadow must be at least in their junior year of high school and enrolled in a related high school or college course, or be an adult (18 or older) who has expressed an interest in observing the business operations of the Company. The School’s College Counseling and Student Services department will screen and place Shadow based on the interests expressed by Shadow. Shadow must meet the eligibility requirements and provide documentation to satisfy the requirements of the School in order to shadow at the Company. Company representatives (i.e. Prep alumni, alumni parents, parents, etc...) of the Company will evaluate the shadowing experience requests for positions in their department, and College Counseling and Student Services will contact Shadow with the dates and times that have been approved for shadowing by the School and Company. Response time for this process may vary, depending on the Company’s availability and program demands.

Should any situation arise that is not covered by the policy guidelines, it will be left to the discretion of College Counseling and Student Services to determine a suitable outcome.

I. **Compensation.** **The opportunity to shadow at the Company is entirely voluntarily.** Since Shadow's participation is voluntarily and Shadow will not be permitted or required to perform any work for the Company, Shadow will not receive any compensation for shadowing.

II. **Observation Only.**

**Shadow will be in an observational status only.** Shadow must be accompanied at all times by a Company employee or representative during the entire shadowing experience and shall not participate in, or interfere with, the Company's business operations. Shadow shall be responsible for providing his own transportation to and from the Company where he is shadowing.

III. **Acceptance, Rejection and Termination.**

Even if Shadow is allowed to participate, and at a minimum meets the eligibility requirements set forth in this policy, the School and Company shall have the right at all times to reject an applicant or to terminate immediately a Shadow's shadowing opportunity if the School and Company are concerned about matters pertaining to character, maturity, conduct inconsistent with the terms and conditions of this agreement; or any other policies or rules adopted by the School and Company with respect to job shadowing participation. To the extent the Company rejects or terminates any Shadow, the reasons for rejection or termination must be consistent with state and federal law.

IV. **Company Policies.**

Prior to engaging in shadowing, Shadow must comply with the Company's reasonable requirements for visitors entering its work site. In addition, Shadow seeking observational hours may be required to provide proof of vaccination requirements that may be required by the Company.

V. **Identification.**

Prior to engaging in shadowing, Shadow must provide a picture ID such as a driver's license or School ID, and the contact information for an adult related to the Shadow, or Shadow's legal guardian, who can be contacted in the event of an emergency. In the event of an emergency, the Company will provide such care as is provided to its employees. Shadow will be responsible for any charges generated as a result of such care.

VI. **Review and Execution of Agreement.** Shadow, or Shadow's parents or legal guardians if Shadow is under the age of 18, must review and complete this Job Shadow Agreement in order to participate in the shadowing opportunity. **Shadow is aware that this is a legal**

**document and that Shadow has the right to have it reviewed by an attorney of his choosing prior to signing it.**

**VII. Time Limitations.**

A Shadow may shadow a Company for up to 8 hours, over the course of a period not to exceed one day in duration. If a particular shadow experience needs to be extended, the Shadow must obtain written approval from the Company and School.

**VIII. Identification Badge.**

If the Company requires visitors to its facility to wear name badges or other identifying items such as a lanyard, Shadow shall wear such identifying information so that it is clearly visible while Shadow is on the Company's premises. In the event a Shadow is discovered without a badge, the Shadow may be asked to leave the premises and return with the name badge in place. Repeated violations may result in the termination of the shadow experience with the Company.

**IX. Waiver of Liability.**

- A. Shadow must follow the Company's rules established for Company visitors as well as exercise reasonable and prudent care to maintain an awareness of the Shadow's surroundings and to avoid areas or conditions that could endanger the Shadow's health or safety. Because accidents happen, and the School's lack of any supervision of the shadow experience while Shadow is on the Company's premises, Shadow must agree to this Waiver of Liability. Please read the following provisions carefully. If the Shadow is under the age of 18, the Shadow's parent or legal guardian must also read and sign this Agreement accepting these provisions.
- B. **Company Responsibility.** Company may be responsible for personal injury to a Shadow where that injury is found to have occurred as a result of the negligence or willful conduct of the Company's directors, officers, employees or agents. Injuries to Shadow arising from any other cause, however, are not Company's responsibility.
- C. **Shadow's Waiver and Release.** Shadow, by his signature below (or by the signature of Shadow's parent or legal guardian if Shadow is under the age of 18) hereby releases, waives and foregoes Shadow's right to sue the Company and its officers, directors, employees and agents with respect to any and all liability arising out of any personal injury that may be sustained by Shadow, excepting only those injuries that have been found by a court of law to have been sustained as a result of Company's own negligence or willful misconduct.
- D. **Waiver of Claims Against St. Augustine Preparatory School.** Shadow, by his signature below (or by the signature of Shadow's parent or legal guardian if Shadow

is under the age of 18) acknowledges that the School has no control over the operations of the Company or the physical condition of the Company's premises and facilities, and that Shadow is free to accept or reject any shadow opportunity, without any impact on Shadow's academic standing. For this reason, Shadow and/or Shadow's parents or legal guardians release, waive and forego any rights Shadow, or Shadow's parents or legal guardians, may have to sue the School and its officers, directors, employees and agents with respect to any and all liability arising out of any personal or other injury that may be sustained by Shadow as a result of Shadow's participation in the shadow opportunity.

- E. **Shadow's Acceptance of Risk.** Shadow, by his signature below (or by the signature of Shadow's parent or legal guardian if Shadow is under the age of 18) acknowledges that Shadow is aware of the risks and hazards associated with participating and is fully aware that there may be risks or hazards unknown to Shadow associated with being on the Company's premises. Shadow hereby elects to participate voluntarily in job shadowing activities and accept the risks associated therewith.

**X. Binding Effect.**

Shadow, or Shadow's parents or legal guardians if Shadow is under the age of 18, agrees that the provisions of this agreement shall be binding on Shadow, Shadow's family, and on Shadow's heirs, assigns and personal representative.

**XI. Severability.**

If, by written agreement of the parties or by action of law some provision of this agreement is removed or found to be ineffective, the remaining terms and conditions of the agreement shall be binding upon both parties.

**XII. Choice of Law.**

In the event that a dispute arises with respect to the performance of either party to this agreement, the parties agree that such dispute shall be resolved in accordance with the laws of the state of New Jersey and any dispute shall be resolved in the Superior Court of New Jersey, in Atlantic County, New Jersey.

**[SIGNATURES ON NEXT PAGE]**

**JOB SHADOW AGREEMENT AND WAIVER OF LIABILITY**

By my signature below, Shadow certifies that Shadow has read the foregoing agreement in its entirety, understands its provisions and agrees and consents to any and all terms, conditions, waivers or releases contained herein of Shadow’s own free will.

\_\_\_\_\_  
Signature of Shadow

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Shadow

If Shadow is under 18 years of age, the signature of Shadow’s parent or legal guardian below indicates that the parent or legal guardian has read the foregoing agreement in its entirety, understands its provisions, and agrees and consents that Shadow shall be bound by any and all of the terms, conditions, waivers or releases contained herein.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Company Representative

\_\_\_\_\_  
Signature of School

\_\_\_\_\_  
Date