

SWINE MEDICINE EDUCATION CENTER

PARTICIPATION AGREEMENT

This Participation Agreement is entered into between the Iowa State University College of Veterinary Medicine ("ISU"), AMVC, LLC an Iowa limited liability company ("AMVC") and the participant executing this Agreement.

PURPOSE

The ISU College of Veterinary Medicine and AMVC will provide access to the Swine Medicine Education Center (SMEC) to selected participants as an opportunity to gain practical, hands-on experience and an inside look at swine production medicine. Participation in SMEC carries with it responsibilities and risks that must be understood by all participants. The purpose of this Participation Agreement is to outline the responsibilities of Participants and provide important information about SMEC before participation in SMEC Training Modules.

This Participation Agreement must be read carefully and signed by the Participant prior to participating in SMEC Training Modules.

TERMS

In consideration of Iowa State University, College of Veterinary Medicine allowing the Participant to participate in SMEC Training Modules, the Participant agrees and understands the following:

1. SMEC will take place in Audubon, Iowa, under the supervision of the ISU College of Veterinary Medicine and an affiliated veterinary clinic, AMVC. Participants will live in a learning community environment, with housing provided by ISU at no cost to the Participants. The procurement and preparation of all meals are the responsibility of the Participants. AMVC will provide daily managerial control of all Participants.
2. ISU and AMVC will also provide lectures, seminars, demonstrations and discussions covering selected topics on swine production medicine. Participants should anticipate that a typical work experience will include, but not be limited to, gaining knowledge about: breeding and farrowing management, nursery management, finisher management, boar stud operations, integrated swine business management, swine veterinary practice management, warehouse and feed milling operations, slaughter plant operations.
3. RULES AND REGULATIONS.

All Participants are required to comply with the rules and regulations of AMVC and SMEC. These include:

- a. Following the policies, standards, practices and regulations, including dress code, of AMVC and SMEC.
- b. Providing his or her own transportation while participating in SMEC Training Modules. ISU will not reimburse Participants for transportation costs. Participants must have automobile liability coverage. If the participant is involved

in an accident using his or her personal vehicle, the participant's automobile insurance will be primary.

- c. Providing his or her own health and accident insurance and providing documentation of such coverage to ISU and AMVC prior to beginning the SMEC Training Module. (Participants are employees of neither ISU nor AMVC and are entitled to no employment benefits or compensation from either party. Therefore, the participants will not be entitled to Workers' Compensation from either ISU or AMVC.)
- d. Providing documentation of any health screening reports, immunizations (this may include rabies, influenza, and tetanus), or similar documentation as required by AMVC or SMEC.
- e. Following the rules and regulations set up by SMEC for the learning community housing arrangements provided by AMVC.
- f. Being responsible for reporting to AMVC in a timely manner and following all established regulations during the regularly scheduled operating hours of AMVC.
- g. Being responsible for communication with supervisors at ISU and AMVC.
- h. Attending all orientation and seminar sessions provided by ISU or AMVC.

4. VIDEO, PHOTOGRAPHY, AND MEDIA FILE USAGE

All Participants are required to comply with the rules and regulations of AMVC and SMEC in relation to videos, photographs, and media files. As follows:

- a. Images, video, photography, media etc. will not be used without written permission from ISU and AMVC program directors as all files are entirely owned by AMVC and SMEC and any other use is illegal.
- b. Collecting audio or video of farm or course activities, or posting either to the internet without the specific permission of all of the program directors/instructors, is strictly prohibited. Such activity will result in immediate dismissal from the course and a failing grade. This is a violation of respect for client confidentiality.
- c. All photos/videos taken during official class activities by students and staff are property of the VDPAM department and can ONLY be used for teaching and/or to promote our college, department, or the swine industry. Due to confidentiality issues, we ask that you do not identify the operation/producer when using such photos outside class unless specific permission has been granted by one of the program coordinators.

5. INHERENT RISK AND DANGERS OF PARTICIPATING IN A COMMERCIAL SWINE PRODUCTION SYSTEM AND ASSOCIATED AGRI BUSINESSES.

- a. I understand and appreciate that risks and dangers are inherent when participating in operations of a commercial swine production system and associated agri businesses. Specifically, I understand that the risks may include but not limited to:

- Exposure to zoonotic diseases such as influenza, rabies, Streptococcus suis, Leptospirosis, salmonellosis and others.
- Exposure to biohazards such as disinfectants and other farm chemicals.
- Inherent risks of traveling to and from farm locations on country roads.
- Risks of physical injury from operation of farm equipment.
- Risks of physical injury from farm animals.
- Risks of physical injury from activities such as the lifting of heavy objects.
- Risks associated with handling medications which may include prostaglandins and antimicrobials.
- Environmental risks associated with working in confined buildings with livestock.
- Physical and mental risks and stress associated with involvement in the euthanasia of animals in a farm setting.

b. I understand that these risks and dangers could result in property damage and personal injury, including death, and I agree to accept and assume all risks, whether present or future, known or unknown, arising from, or as a result of, my voluntary participation in SMEC Training Modules. Knowing these risks, I hereby elect to voluntarily participate.

Participant's Signature: _____ Date: _____

6. BEHAVIOR EXPECTATIONS FOR THE PARTICIPANT.

Successful participation in SMEC Training Modules requires all participants to abide by policies, rules and regulations that apply. I understand that as a participant, I have the responsibility to help make the activity a safe experience for all participants.

Please sign and date the following statements:

a. I am familiar with, and will obey, any and all rules and regulations for SMEC. If I violate any of the rules and regulations, I understand that my participation in SMEC will be terminated.

Participant's Signature: _____ Date: _____

b. I understand and agree that as a participant in SMEC Training Modules, I am subject to the conduct rules and policies of AMVC.

Participant's Signature: _____ Date: _____

7. HEALTH CONDITION OF THE PARTICIPANT.

Participants must be healthy and reasonably fit to safely participate in SMEC Training Modules. By signing this Participation Agreement, you agree that:

a. You have the physical fitness, ability and skill level to participate safely in commercial swine production activities located on Iowa farms.

- b. You will inform the SMEC Program of any medication, ailment, condition or injury that may affect your ability to participate in the SMEC Training Modules.
- c. You will bear all financial responsibility for any medical treatment arising from your participation in the SMEC and have health insurance to cover that financial responsibility.
- d. You will provide ISU with a certificate of insurance indicating that you have the required health insurance.
- e. You will provide ISU with a certificate of your automobile liability insurance policy.
- f. You have completed the medical information form attached to this agreement.
- g. You agree to have any vaccinations that are required for you to be on a farm or involved in the commercial swine production systems and provide ISU proof of vaccination.

8. PROFESSIONAL LIABILITY

- a. Participation in SMEC Training Modules create the possibility of a Participant having liability for professional malpractice. I understand that AMVC does not carry any form of professional liability insurance which will provide coverage for my activities as part of SMEC.

Participant's Signature: _____ Date: _____

- b. I understand that the United Educators Licensed Professional Liability policy purchased by the ISU College of Veterinary Medicine covers my negligence while participating in the SMEC Training Modules. This policy provides up to \$1,000,000 limit of liability (each claim). In the event of a claim, the participant is responsible for a \$250 deductible.

Participant's Signature: _____ Date: _____

9. RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In return for Iowa State University allowing me to participate in SMEC and having read and understood this Participation Agreement, I hereby state that I voluntarily agree to the following:

- A. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Iowa State University, its College of Veterinary Medicine, AMVC, or the Board of Regents of the State of Iowa, the State of Iowa, its officers, servants, agents, or employees, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me that occurs as a result my traveling to and from, and participation in, SMEC.
- B. I agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that RELEASEES may incur due to my traveling to and from, and participation in, SMEC.

- C. It is my express intent that this RELEASE and HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased.
- D. I hereby further agree that this Participation Agreement shall be construed in accordance with the laws of the state of Iowa.
- E. If I deviate from any aspect of SMEC, such deviation is purely voluntary, and I agree that RELEASEES shall not be liable for any injuries resulting or arising out of such deviation.
- F. I understand that by participating in SMEC Training Modules, I will ASSUME THE RISK of injury and damage that result from and/or are inherent in commercial swine production systems.

IN SIGNING THIS PARTICIPATION AGREEMENT, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing PARTICIPATION AGREEMENT, understand it, and sign it voluntarily.

Participant's Signature

Date

Printed Name

AMVC, LLC

By: _____

Title: _____

Address

COLLEGE OF VETERINARY MEDICINE

Phone

By: _____

E-mail Address

Title: Dean, College of Veterinary Medicine

By: _____

Title: SMEC - Director