



UNIVERSITY OF MOUNT UNION

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND ACKNOWLEDGMENT OF AND ASSUMPTION OF COVID-19 RISK (Adult Participant)

Name of Event or Program: _____ (the Program”)

The undersigned, _____, who is a participant in the Program (the “Participant”), for the Participant and on behalf of the Participant’s representatives, assigns, heirs, executors and administrators, does hereby make the following acknowledgments, covenants and agreements:

1. Acknowledgement of Risks and Protocols

Participant understands and acknowledges that by participating in the Program, including any time spent on the University campus and in University facilities, Participant could be exposed to COVID-19 and other communicable viruses or infections. Participant also understands and acknowledges that despite reasonable efforts by University, Participant can still contract COVID-19 and other communicable viruses or infections. In order to reduce Participant’s risk, Participant agrees to actively and completely comply with any and all guidelines and protocols established by University in response to the Pandemic and COVID-19, including, without limitation, the following:

- (1) Daily symptom assessments will be required of all participants in the **Program**. If Participant experiences any symptoms, Participant agrees to communicate the same to University, remain at home and not participate in the **Program**.
- (2) Participants and attendees at all **Program** events must maintain six (6) feet of social distancing with other participants or attendees at the **Program**.
- (3) Face coverings are required to be worn by all participants while in public areas of campus.
- (4) No congregating before or after **Program** events is permitted.
- (5) Physical contact will be limited and there will be no high fives, huddles, greetings or other unnecessary physical contact between participants or attendees.
- (6) Personal equipment, including, but not limited to water bottles, may not be shared.
- (7) Hands must be washed, or hand sanitizer must be applied during **Program** activities.
- (8) Each Participant must sign in at the entrance to the University’s facility utilized by the **Program**, such sign-in facilities to be provided by the Operator of the **Program** for contact tracing purposes.

With full understanding of the risks that Participant is taking by voluntarily choosing to participate in the **Program**, Participant hereby freely accepts all risks associated with Participant’s involvement in the **Program**, and hereby agrees to fully comply with the protocols set forth above and any other protocols established by University, in its discretion.

2. **Release, Hold Harmless, and Indemnification**

Participant fully releases and discharges the University of Mount Union, its employees, staff, officers, agents, and trustees (collectively the “University”) from any and all claims, demands, rights, and actions, including attorneys’ fees and court costs, on account of personal injury to others or to Participant which may arise out of the Participant’s involvement in the Program and/or Participant’s access to, use of, or participation with the transportation offered by the University and/or the Program Operator (the “Program Operator”). Participant further agrees to indemnify and hold the University harmless from and against any and all claims, demands, actions, causes of action, including attorneys’ fees and court costs, on account of personal injury to Participant or Participant’s death, or damages to personally property or damage or injury to others which may result from Participant’s participation in the Program and/or Participant’s access to, use of, or participation with the transportation offered by the University or the Program Operator. This waiver, release and indemnity is being given by the Participant in consideration for the Participant’s taking part in the Program and being permitted to enter upon the University’s campus and facilities. By signing this document, the Participant intends to be legally bound by it. This waiver, release, and discharge is intended to be effective as to any and all claims that the Participant may have, or which may accrue against the University, for liability for current and future injuries, damages, and losses to the Participant’s person or property, including, but not limited to, contraction by Participant of COVID-19 as a result of participation in the Program, whether known, unknown, foreseen, or unforeseen. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which Participant does not know of or suspect to exist at the time of executing this Release.

The Participant acknowledges and agrees that if Participant files a lawsuit or otherwise presents claims due to injuries or losses resultant, or in any way connected with, Participant’s participation in the Program, such claims shall be immediately dismissed upon the presentation of this Release to the court.

The Participant understands and acknowledges the significance and consequences of the Participant’s specific intention to release all claims, and the Participant assumes full responsibility for any injuries, damages, or losses that the Participant may incur. The Participant acknowledges and agrees that participation in the Program may involve physical and/or sports-related activities, that such activities may result in injury to the Participant, and in addition to the foregoing Waiver and Release, the Participant hereby expressly waives and releases the University from liability for any such injury or injuries.

The Participant has executed this Release freely and voluntarily. The Participant has not relied on any inducements, promises, or representations made by the University with respect to the Program. By signing this Release, Participant hereby certifies that Participant has been fully advised by Participant’s legal counsel with respect to this Release (or having been advised of Participant’s right to counsel, knowingly waived Participant’s right to counsel).

Nothing contained hereinabove shall be deemed to be an acknowledgment of, nor any assumption by, University of any participation in the operation of the Program, it being understood and agreed by Participant that the University has agreed only to provide access to University facilities as may be required for the operation of the Program by the Operator.

The undersigned has read and understands this Agreement, and by signing below, intends to be legally bound.

Date: _____

Type or Print Name

Signature

Participant's Address

Participant's Contact Telephone Number

Participant's Date of Birth