



# FAIRMONT STATE UNIVERSITY™

## FAIRMONT STATE UNIVERSITY ACKNOWLEDGEMENT OF RISK OF COVID-19/CORONAVIRUS AND WAIVER AND RELEASE AGREEMENT FOR INDIVIDUALS PARTICIPATING IN SUMMER PROGRAMMING

**THIS DOCUMENT IS A WAIVER OF RESPONSIBILITY AND LIABILITY. READ FULLY AND CAREFULLY. IT IS RECOMMENDED THAT YOU CONSULT WITH LEGAL COUNSEL SHOULD YOU HAVE ANY QUESTIONS.**

Before participating in Fairmont State University summer programming, you must read, understand, and sign this form. This form tells of some, but not all, of the risks associated with participation in the summer programming and with the heightened exposure to the Coronavirus/COVID19. By signing this form, you are releasing Fairmont State University, the Board of Governors of Fairmont State University ("FSU"), and any and all employees from **all responsibility and liability** for any injuries you might suffer as a result of your decision to participate in Fairmont State University summer programming. Specifically, you agree as follows:

I acknowledge and understand that there is a heightened risk of being exposed to and/or contracting the Coronavirus when participating in Fairmont State University summer programming; I also acknowledge that participation in summer programming could lead to physical injury or damage to or loss of property. I understand the risks associated with my choice to participate and hereby **WAIVE** any claim I may have at any time based on my participation.

Specifically, I hereby **RELEASE, INDEMNIFY, AND HOLD HARMLESS** the State of West Virginia; Fairmont State University, including any component of the University, and its Board of Governors, officers, employees, students and agents; medical personnel, whether provided by FSU or not; and the heirs, predecessors, successors, and assigns of all of the persons and organizations listed here. I fully release all of these persons and organizations from any liability whatsoever. My waiver of rights includes giving up any claim that I may have, and any claim that any other person may have based on my choice to participate, including, but not limited to, parents, spouses, children and other relatives; my estate, personal representative or guardian; and insurers. My waiver releases all of the persons and organizations listed here from all liability, claims, demands, causes of actions, losses or damages, whether known or unknown, for bodily or personal injury or death, or damage to or loss of property, or any other injury, damage or loss of any kind, resulting from, arising out of, or in any way related to my choice to participate in summer programming, including any claim based on actual or alleged negligence, gross negligence, intentional, or reckless behavior.

