

COVID-19 Compliance, Liability Waiver and Assumption of Risk Pittsburg State University Student Recreation Center

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current vaccine for COVID-19. COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

Aware of the foregoing, I am **voluntarily** choosing to exercise at the Pittsburg State University ("University") Student Recreation Center.

I understand that the University has put in place new safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I agree to comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. I understand that failing to comply with these rules and precautions is a violation of the University's policies and that failing to comply could subject me to sanctions.

I agree that if I am exhibiting symptoms of acute respiratory illness, a fever of 100.4°F or higher, or signs of a fever, I will remain isolated and self-quarantine until I have been fever-free for 24 hours without the use of medication. In the event the University's rules require me to self-quarantine because of symptoms, or I otherwise determine based on my own judgment or that of a medical professional to self-quarantine, I will notify the Bryant Student Health Center.

By signing this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at the University to those who may be infected with COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by exercising at the Student Recreation Center and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.

I understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at the University may result from the actions, omissions, or negligence of myself and others, including, but not limited to, University trustees, employees, agents, contractors, volunteers, and students. I acknowledge that the University is an open campus, which limits the University's ability to control students and visitors on campus. I recognize that the University cannot limit all potential sources of COVID-19 infection. I acknowledge that I have been provided information on COVID-19 on the University's website that I may need to determine the risks associated with returning to the campus of University and to make an informed assumption of those risks.

By signing this agreement, I also acknowledge that limited Personal Protective Equipment (“PPE”), including face masks, may be made available by University. I understand that I may be required to wear certain PPE pursuant to University’s policies, rules, and regulations. I understand that the use of PPE does not remove all risks of illness, nor does it make it inherently safe to return to campus. I alone have to determine the sufficiency of any PPE or other precautions that I decide to take to minimize the risks of returning to campus. No party related to University, including any officer, employee, agent, volunteer, or student, has made any representations to me regarding the safety of, or the risks of, returning to campus that I have relied on. I have relied instead on my own judgment as to whether to undertake the risks. I expressly acknowledge that my choice of PPE is at my discretion and that neither the University, nor its officers, employees, agents, volunteers or students has any liability for my choice of PPE.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19, as well as from use of any protective equipment, including face masks, that the University may voluntarily provide to me. I completely absolve the University, its trustees, officers, employees, agents, and contractors and any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my return to the campus of University. Also, I agree, on behalf of myself, my personal representatives and heirs, not to make any type of legal or equitable claim on University, or any of its trustees, officers, employees, agents or contractors with respect to any exposure I may have to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with the University, including fellow students. I further agree that if any such claim is made, I will indemnify and defend University with respect to any such claim.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE COMPANY AND THEIR SUCCESSORS AND ASSIGNS.

My signature below indicates that I am at least eighteen years of age and that I have read and understand the above statements and intend to be bound legally by its terms.

Print Name: _____

Signature: _____

Date: _____