

UNIVERSITY OF MOUNT UNION

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND ACKNOWLEDGMENT OF AND ASSUMPTION OF COVID-19 RISK

(Minor Participant)

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

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) Personal equipment, including, but not limited to water bottles, may not be shared.
- (3) Hands must be washed, or hand sanitizer must be applied during **Program** activities.

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**

The undersigned who are the parent(s)/guardian(s) having care and custody of _____ (type or print name of minor participant) (the "Participant"), a minor, for themselves and on behalf of the Participant and the Participant's representatives, assigns, heirs, executors and administrators, fully release, and discharge 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"). The undersigned, for themselves and on behalf of the Participant, further agree 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 undersigned 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 undersigned intend to be legally bound by it. This waiver, release, and discharge is intended to be effective as to any and all claims that the undersigned and the Participant may have, or which may accrue against the University, for liability for current and future injuries, damages or 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. The undersigned, for themselves and on behalf of Participant, agree 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 the undersigned do not know of or suspect to exist at the time of executing this Release.

The undersigned, for themselves and on behalf of the Participant, acknowledge and agree that if they or the 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 undersigned understand and acknowledge the significance and consequences of the undersigned's specific intention to release all claims, and the undersigned assume full responsibility for any injuries, damages, or losses that the Participant may incur. The undersigned acknowledge and agree that participation in the Program may involve physical and/or sports-related activities, and that such activities may result in injury to the Participant, and in addition to the foregoing waiver and release, the undersigned hereby expressly waive and release the University from liability for any such injury or injuries.

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 have executed this Release freely and voluntarily. The undersigned have not relied on any inducements, promises, or representations made by the University with respect to the Program. By signing this Release, the undersigned hereby certify that they have been fully advised by their legal counsel with respect to this Release (or having been advised of their right to counsel, knowingly waived their right to counsel). The undersigned have read and understand this Agreement, and by signing below, intend to be legally bound for themselves and on behalf of the Participant. The undersigned hereby acknowledges and agrees that any reference to "Participant" hereinabove will be deemed to include the undersigned, as the parent(s)/guardian(s) of the minor Participant.

Date:_____

Type or Print Name of Parent/Guardian

Parent/Guardian Signature

Type or Print Name of Parent/Guardian (if applicable)

Parent/Guardian Signature (if applicable)

Participant's Address

Participant's Contact Telephone Number

Participant's Date of Birth