

Carroll University
COVID-19 Compliance, Liability Waiver, and Assumption of the Risk
Academic Year 2020-21

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, 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 asymptomatic for a period of time, 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. This agreement to comply with COVID-19 protocols, waive certain rights and assume the risk of activities on campus is required of all students. Your rights and responsibilities for issues other than the COVID-19 pandemic are unaffected by this agreement.

Aware of the foregoing, I am voluntarily returning to the campus of Carroll University ("University").

I understand that the University has put in place new safety rules and countermeasures in order to mitigate the spread of COVID-19, which 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, social distancing and following residence hall and classroom protocols. I understand that failing to comply with these rules and precautions is a violation of the Carroll University Student Code of Conduct and that failing to comply could subject me to sanctions up to and including expulsion from University.

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 or quarantined 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 Student Health Center. I understand that no discount or refund of housing and dining fees will be given in the event I isolate or quarantine as a result of exposure to the COVID-19 virus.

In the event the University is asked by local public health authorities to provide student information in order to respond to a report of COVID-19 exposure, I understand that the University will provide such information notwithstanding the Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights Protection Act (FERPA), as well as Wisconsin state law privacy protections.

By signing this agreement and expressly initialing this assumption of risk clause, 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 returning to the campus of University 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 asked for and/or been given any information 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.

I also acknowledge that limited Personal Protective Equipment ("PPE"), including face masks, may be made available by University. I understand that I am 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.

__ Initials

By signing this agreement and expressly initialing this waiver and indemnification clause, 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 coverings or masks, that the University may 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.

__ Initials

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.

STUDENT:

DATE:

IF STUDENT IS UNDER THE AGE OF
18, STUDENT'S PARENT OR LEGAL
GUARDIAN:

DATE:
