

Attachment E: COVID-19 Waiver

Carthage College Waiver of Liability Relating to Coronavirus/COVID-19 & Infectious Diseases

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. Carthage College, Your Camp/Conference, its Employees & Staff, Support Agents, and Vendors have put in place preventative measures to reduce the spread of COVID-19; however, **Carthage College cannot guarantee you will not become infected with COVID-19.** Further, participation could increase your risk of contracting COVID-19, and for that matter any disease or risk associated with related activities in a camp/conference, residential, college/university setting.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ INITIALS By signing this agreement, I (parent/guardian) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Carthage College may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Carthage's employees, volunteers, and program participants and their families.

____ INITIALS By signing this agreement, I acknowledge at the time of signature I (the attendee) does not currently have COVID-19, display the symptoms outlined by the Center for Disease Control and Public Health Officials, and are aware of the contagious element of virus pre and post. I understand monitoring the health of the attendee for a week prior to camp/conference, including observing federal social distancing guidelines, as well as the week after are an important part of reporting and tracking the health of attendees and their immediate family members. By signing, I understand it is my obligation to notify the College, the Camp/Conference Director, and any health officials needing that information in acting, mobilizing, or tracking current or future outbreaks.

____ INITIALS By signing this agreement, I acknowledge our Camp/Conference Staff, along with the College's Conference Department, Nurse, or other related Officers could decide to quarantine either an attendee or attendees for a period of time until deemed not a concern. Additionally, it is encouraged that a parent/guardian remain within a reasonable distance to be available to pick-up an attendee in any unique situations. Parents/Guardians will be kept abreast of any situation of this nature, and follow the College's, local health officials, the County Health Board Officials suggestions and guidelines in any individual or group outbreak.

____ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself/attendee (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at Carthage College. On my behalf/attendee's behalf, I hereby release, covenant not to sue, discharge, and hold harmless Carthage College, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree this release includes any claims based on the actions, omissions, or negligence of Carthage College, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation. And applies to all diseases.

____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I/attendee further represent I have no medical or physical condition which could interfere with my safety in this setting, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ INITIALS I understand Carthage College sits in the State of Wisconsin and in the County of Kenosha, and I further agree that the substantive law of this State shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

____ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me. I have read and understood this document with a sound mind and I agree to be bound by its terms.

____ INITIALS I understand there is a coupling general waiver of liability/Assumption of Risk connected to my participation at Carthage College, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ INITIALS I/attendee agree that I will practice safe social distancing and clean hygiene during my participation at the Camp/Conference as outlined by the College, the Camp Staff, and local and state guidelines. All parties are acting inside what reasonable expectations and parameters in a floating climate.

____ INITIALS I/attendee understand attending the Camp/Conference is completely VOLUNTARY and AT-RISK. The act of attending a camp in the current climate comes with heightened awareness of social obligation. Athletic Trainers and Medical Professionals associated, along with Camp Staff, are not infectious disease experts, and duties and responsibilities begin and end at sport related injury. Essentially following recommendations for pandemic activities, tracking.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____