

PARTICIPANT LIABILITY FORM FOR COVID-19

(Informed Consent, Voluntary Waiver, Waiver, Release of Liability & Assumption of the Risk Form)

By signing this Participant Liability Form for COVID-19 (“Release”), I acknowledge that I am a participant in the 2021 Summer Conference (“Conference”) and agree to the following:

Informed Consent

I understand that as part of my participation in the Conference programs and activities at Franciscan University of Steubenville (“University”), I may be exposed to the dangers, hazards, and inherent risks of the Coronavirus/COVID-19 (“COVID-19”), including the risk of serious injuries, temporary or permanent disability, death, and economic loss.

I acknowledge the contagious nature of COVID-19 and that the Centers for Disease Control and Prevention (CDC) and many other public health authorities recommend practicing social distancing, wearing masks, and other preventive measures to help prevent people from getting and spreading COVID-19.

I further acknowledge that regardless of the preventative measures and precautions the University has put in place to reduce the spread of the COVID-19, the University cannot guarantee that I will not be exposed to or infected with COVID-19.

I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, other participants, and other guests/visitors.

I acknowledge that I must comply with all rules and procedures at the University to reduce the spread of COVID-19 while attending the Conference.

Upon my arrival at the Conference, I will be required to attest that:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.
- I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities.
- I am following all CDC guidelines as much as possible and limiting my exposure to COVID-19.

If I am unable to make any one or more of the above attestations, I understand that I may be prohibited from attending the Conference.

I understand that if I experience COVID-19 symptoms during my participation at the Conference, I will be required to follow University protocols to reduce the spread of such symptoms, including, but not limited to, a daily symptom check, self-quarantine, and inability to engage in certain activities.

Voluntary Waiver, Release of Liability, and Assumption of Risk

I understand that as part of my participation in the Conference there are dangers, hazards, and inherent risks, both known and unknown, relating to COVID-19 to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I acknowledge that I have voluntarily elected to participate in the Conference and accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating, and traveling to or from the Conference.

I personally and on behalf of my heirs, representatives, executors, administrators, and assigns, do hereby release, waive, and discharge the University, its Board of Trustees, administration, faculty, staff, program staff, and all other officers, directors, employees, volunteers and agents from any cause of action, claims, or demands, including but not limited to injuries, illnesses, or other damages that I may suffer from COVID-19 while participating in and/or

traveling to or from the Conference. I recognize that I may be giving up, among other things, certain limited rights to sue the University for medical treatment, injuries, damages, or losses I may incur by virtue of my participation in the Conference.

Furthermore, I understand that the University will not be liable if I fail to cooperate with the University rules and governmental recommendations and/or directives relating to COVID-19 and that any infraction of any promulgated rules may result in immediate dismissal from the Conference at my expense.

Indemnification

I covenant not to sue and, indemnify and hold harmless the University, its Board of Trustees, administration, faculty, staff, program staff, and all other agents from and against, any present or future claim, loss, cost, damage or expense or liability for injury to person, including death, or property that I may suffer from COVID-19, for which I may be liable to any other person, that may or does arise out of my participation in the Conference.

Governing Law

This Release shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its choice of law principles. I agree that any lawsuit I file against the University, or any other person covered by the waivers, releases, and/or covenants contained herein, must be filed in an Ohio state or Ohio federal court whose geographic boundaries encompass the University's main campus in Steubenville, Ohio.

Severability

I agree that if any portion of this release and consent form is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

This Release contains the entire agreement between the parties to this agreement and the terms of this Release are contractual and not a mere recital.

Acknowledgment

I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am signing this document freely and voluntarily.

Participant Name (Please Print)

Participant Date of Birth

Participant Signature

Today's Date

Parent/Legal Guardian Name (Please Print) (if Participant under 18)

Relationship

Parent/Legal Guardian Signature (if Participant Under 18)

Today's Date