Concord University

Waiver and Release

The COVID-19 pandemic presents potential health and safety risks to all individuals. The University has undertaken extraordinary steps to mitigate the risks and make the campus experience safer for faculty, staff, students, and other participants in university activities.

RISK FACTORS
The undersigned understands that it is an assumed risk that faculty, staff, students, volunteers, and/or event participants may face exposure to a communicable disease, which may include COVID-19. Individuals may come in close contact with an individual who is infected. Individuals are therefore urged to take all reasonable safety precautions including wearing of facemasks/face coverings, social distancing, proper handwashing, and cleaning and disinfecting.

WAIVER
The undersigned hereby releases, waives, indemnifies, and holds Concord University and all of its officers, directors, employees, and agents (hereinafter jointly referred to as “indemnitee”) harmless from any and all claims, causes of action, suits, liability, losses, or damages for any illness, personal injury, death or other loss arising from or relating to the undersigned’s coming to campus during the coronavirus pandemic.

REPRESENTATIVES
The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

INSURANCE
The undersigned understands that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned’s use of the property, facilities and/or services if the undersigned comes onto campus for any purpose during the COVID-19 pandemic.

JURISDICTION
This Agreement shall be governed in all respects by the laws of the State of West Virginia, and West Virginia is the statutory jurisdiction for any suits brought by either party hereunder.

SEVERABILITY
If any term, clause, or provision of this Waiver and Release from Liability is held to be illegal, invalid or unenforceable, then the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Waiver and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
ACKNOWLEDGMENT
The undersigned has read and fully understands this waiver and release and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Student/Designee’s Name
_________________________________________________

SIGNATURE: _________________________________________________________________________
DATE____________________

Consent and Release on Behalf of Minor
I am the parent or legal guardian of the above named minor. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the agreement. I also give my consent to the participation in the activity of the minor.

SIGNATURE: _________________________________________________________________________

(Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor)