



## WAIVER AND RELEASE AGREEMENT: COVID-19 PANDEMIC

### Participant Information:

Name:			
Address:			
Phone:		Email:	

### Activity Description:

Activity:	Clinical Experience
Facility:	
Date(s):	1.10.2022 - 4.26.2022

I, the above-named participant, in consideration for the opportunity to participate in the above-described activity, on behalf of myself, my heirs, assigns, personal representative, and estate, hereby agree as follows:

**ACCEPTANCE OF RISKS AND RESPONSIBILITY:** I acknowledge that: (1) participation in the Activity may include certain health risks related to COVID-19 or other infectious diseases and that these risks are increased for some groups, including older adults and people with certain pre-existing medical conditions; (2) certain risks associated with COVID-19 are geographic in nature, and that the risks present on Utah State University's campus(es) and facilities are not necessarily the same as the risks that may be encountered during participation in the Activity or within or around the third party facility associated with the Activity; (3) the course and scope of COVID-19's impact on patients, students, employees, community members, and communities remains uncertain and continues to evolve; (4) the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) and local public authorities are providing guidance relating to best practices for avoiding COVID-19 infection and reducing the spread thereof, and that it is my responsibility to review, keep current with, and reasonably apply up-to-date guidance to my actions; (5) while participating in the Activity, I may encounter circumstances or situations where it may be difficult or impossible to comply with guidance from the CDC or other public authorities; (6) USU may take precautionary measures to reduce the spread of COVID-19, including requiring certain health measures or screenings as a condition of my participation in the Activity but that these precautionary measures may not completely eliminate the risk of COVID-19; (7) to address potential workplace and learning environment hazards, USU, in its sole discretion, may limit, or adjust my participation in the Activity or its components, or cancel the Activity at any time; (8) USU and its programs will be subject to guidance issued by the CDC as well as guidance from state of Utah (<https://coronavirus.utah.gov>), the Utah System of Higher Education ([www.ushe.edu](http://www.ushe.edu)), local, county, and other public authorities; and (9) the Activity itself is administered by a third party which may, at its sole discretion, subject participants to certain requirements (e.g. health screenings, use of personal protective equipment, etc.). I acknowledge that the health risks associated with COVID-19 are not fully known, but include, and are not limited to, injury, illness, disability, and death. The symptoms and emergency warning signs associated with COVID-19 may be reviewed and monitored at [www.cdc.gov](http://www.cdc.gov). I acknowledge



that injury, illness, disability, or death to myself or others may result from my participation in the Activity. I voluntarily accept the known and unknown risks and dangers associated with the Activity. I agree that I will be personally liable for any damages that occur as a result of my participation in the Activity. During my participation in the Activity, I agree to adhere to appropriate safety standards to ensure the safety of myself, others, and associated property.

**RELEASE:** I hereby voluntarily release and forever discharge Utah State University, its agents, officers, employees, devisees and assigns and the Board of Regents of the State of Utah (hereafter collectively, “USU”) from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with my participation in the Activity, including specifically, but not limited to, the negligent acts or omissions of USU for any and all bodily injury, death, illness, disability, or damage to myself or to my property. I agree that USU is not liable for risks, negligent acts, or any other liability that may arise in connection with my participation in the Activity.

**INDEMNIFICATION:** I hereby agree to hold harmless and indemnify USU against any and all losses, liabilities, or claims arising out of or connected to my participation in the Activity. The indemnification obligations outlined herein extend to any and all costs and expenses, including attorney fees, incurred by USU in connection with any such loss, liability, or claim.

**GOVERNING LAW AND JURISDICTION:** The laws of the state of Utah shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, action, claims and causes of action relating to the validity, construction and enforcement of this Agreement.

**ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT:** I understand and acknowledge that by signing this Agreement, I am agreeing to be bound by its terms and conditions. I acknowledge that by this Agreement, I have freely and voluntarily (a) given up certain legal rights and/or possible claims that I might otherwise assert or maintain against USU, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of USU; and (b) assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me as a result of my participation in this Activity. MY SIGNATURE BELOW INDICATES THAT I AM AT LEAST 18 YEARS OLD, HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND UNDERSTAND THAT IT WAIVES MY RIGHT TO SUE USU.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_