

AGREEMENT AND RELEASE OF LIABILITY FORM

This release executed by the Undersigned on behalf of [Name of Participant] with an address at ("Participant") to Ohio University, Athens, Ohio (the "University"). The term,
"Undersigned," is used in this Agreement as pertaining to: (i) if Participant is of majority age, it refers only to Participant; (ii) if Participant is not of majority age (18 years old), Undersigned refers to Participant and Participant's Parent or Guardian.
COVID-19 Acknowledgement: By registering the Participant for the Program it is fully understood that Participant may be exposed to COVID-19 and other infections. Similar to other highly contagious viruses, it is understood that it is possible to contract the COVID-19 disease, even if the Participant complies with all health and safety measures as recommended by the Centers for Disease Control and Prevention ("CDC") and the Ohio Department of Health ("ODH"). It is understood that Participant can never be completely shielded from all risk of illness caused by COVID-19 or other infections.
In consideration of Ohio University through its [NAME THE ORGANIZING UNIT/DEPARTMENT/COLLEGE] organizing and operating the [NAME OF THE PROGRAM/CAMP] in [CITY OF APPLICABLE UNIVERSITY CAMPUS], Ohio sponsored by Ohio University on, 20, from to daily ("Program") and making it available for participation by Participant and others, the Undersigned agrees as follows:
1. The Undersigned acknowledges that the Participant will participate in activities on and off of University's campus including, but not limited to:, [INCLUDE ALL ACTIVITIES
THEY WILL BE DOING], attending educational sessions, traversing the University campus, dining in University facilities, etc. ("activities")
2. The Undersigned understands and agrees that the state of Ohio, University, its governing board, employees, agents, and volunteers: (i) are not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or building or the negligence or default of any company or person engaged in providing or performing any of the services involved in the Program; (ii) are not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; (iii) are not providing liability insurance for vehicles and will not be responsible for any accidents, injuries, damages, etc. in the transportation to and from the Program; (iv) are not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therein; (v) assume no liability whatsoever for any loss, damages, destruction or theft or the like to Participant's luggage or personal belongings and that Undersigned has retained adequate insurance or has sufficient funds to replace such belongings and the Undersigned will hold the University harmless therefrom.

- 3. Knowing the dangers, hazards, and risks of such activities and potentially being exposed to COVID-19 or other infectious viruses or diseases, and in consideration of being permitted to participate in the Program, the Undersigned, on behalf of Participant, Participant's family, heirs, and personal representative(s), agrees to assume all the risks and responsibilities surrounding Participant's participation in the Program, the transportation, and in any activities undertaken as an adjunct thereto, and in advance releases, forever discharges, waives, and covenants not to sue the University, its Board of Trustees, officers, agents, employees, invitees, volunteers, and students ("the University and its Agents"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the University and its Agents, or otherwise, while in, on, upon, or in transit to or from the Program or any activity adjunct to the Program. The Undersigned hereby releases the University for any liability for any medical decisions or actions and from all medical and transportation expenses incurred on behalf of or for the benefit of Participant.
- 4. The Undersigned assures the University that Participant, having consulted with a medical doctor regarding Participant's personal medical needs, can and does further state that there are no health-related reasons or problems which preclude or restrict Participant's participation in the Program. The Undersigned is aware of all applicable personal medical needs of Participant and will meet any and all needs for payment of hospital costs while Participant is undertaking the Program and that the Undersigned hereby grants the University and its agents full authority to take whatever actions they may consider

to be warranted under the circumstances regarding Participant's (or Participant's baby if born during the Program) health and safety if the Participant is unconscious or otherwise unable to do so her/himself, and fully releases the University and its Agents for any liability for such decisions or actions or expenses as may be taken in connection therewith. The Undersigned authorizes the University and its Agents, at their discretion, to place Participant at the Undersigned's expense, and without further consent by the Undersigned or the Participant, in a hospital for medical services and treatment. The Undersigned hereby releases the University and its Agents from all medical and transportation expenses incurred on behalf of or for the benefit of Participant.

- 5. The Participant agrees to participate fully in the schedule of the Program. Participant hereby recognizes that the Program and attendant activities are group endeavors and agrees to accept and abide by the University and its agents, or the will of the majority whenever a matter of choice is presented to the group. Participant acknowledges that the University reserves the right to cancel, without penalty, the offering and conduct of the Program and the right to make any alterations, deletions or modifications in the schedule or academic program as deemed necessary by the University or its representative. Participant is not permitted to separate from the group. If Participant breaks the schedule and leaves group, he/she does so at his/her own risk and University will bear no responsibility to Participant or the Undersigned.
- 6. The Participant agrees to respect and abide by the laws of the location(s) of the Program and any other location traveled. Participant agrees to review in advance of the Program, respect and abide by University's Student Code of Conduct which is incorporated herein in addition to any other rules provided to the participants at the Program, written or oral. The Participant further agrees to accept corrective actions up to and including termination of participation in the Program if Participant's conduct is determined to be detrimental to the best interest of the Participant, other participants, the Program or University. Participant acknowledges and agrees that he/she may be required to leave the Program at the sole discretion of the University. The Participant also may be required to leave the Program for medical reasons including exhibiting COVID-19 symptoms or being exposed to COVID-19. If asked to leave for any reason, the Participant agrees to immediately leave campus or if Participant is a minor, the Undersigned will take immediate action to travel to the University and to take Participant from campus or will arrange for the Participant to immediately and safely leave campus.
- 7. The Undersigned further agrees that this Agreement shall be construed in accordance with the laws of the State of Ohio, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING. IF PARTICIPANT IS A MINOR UNDER THE AGE OF 18 YEARS OLD, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW.

I have read the above terms of this Agreement and Release of Liability, and I understand and voluntarily agree to the terms and conditions. This Agreement and Release of Liability shall be binding upon the heirs, administrators, executors, and assigns of the Participant.

Participant Signature	Date

As a parent/guardian on behalf of the above-named minor, I have read the above Agreement and Release of Liability Form and I understand and agree to the terms and conditions stated herein. I further indemnify and hold harmless the state of Ohio, Ohio University, its Board of Trustees, officers, agents, employees, invitees, volunteers, and students for any action brought against the state of Ohio, Ohio University, its Board of Trustees, employees, agents, and volunteers by the abovenamed Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this document on behalf of the above-named minor.

Parent/Guardia	an Signature	Date	Minor's Date of Birth	_
For Office Use Only:	Date of Activity Date Child Turns 18	+ 3 Years = Date of Dest + 3 Years = Date of		v. JUL 2022