Dixie State University

Student Assumption of Risk and Release Related to COVID-19

I, _________________________________, wish to enroll in and participate in Dixie State University’s _________________________________[name of program, activity or course].

Please initial each of the following statements to indicate your understanding and agreement:

______ Assumption of Uncertainties: I understand that the program, activity or course may be shortened or altered unexpectedly due to the evolving changes associated with the COVID-19 pandemic.

______ Assumption of Risks: I understand and acknowledge the highly contagious nature of COVID-19 and I understand that enrollment and participation in the program, activity or course, involve risks and I assume the risks that I may be exposed to, or infected by, COVID-19 by my participation in the program, activity or course. I assume all related risks, both known or unknown to me, of my participation in the program, activity or course and further agree to accept all program, activity or course requirements for participation and to follow the instructions given by supervisory personnel involved in the program, activity or course. I am voluntarily participating in the program, activity or course, and I acknowledge and fully assume the risks associated with my enrollment and participation in the program, activity or course.

______ Indemnification and Hold Harmless: I agree to indemnify and hold Dixie State University, the Board of Trustees, directors, officers, employees, and agents (collectively referred to as “DSU”) harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my involvement in the program, activity or course and to reimburse DSU for any such expenses incurred.

______ Health Certification: I certify that I am physically capable and have received health care clearance for participating in the program, activity or course, and that I have no health care condition which would interfere with my ability to safely participate.

______ COVID-19-Related Symptoms: I understand that symptoms of COVID-19 include but are not limited to: fever, fatigue, cough, shortness of breath or difficulty breathing, sore throat, chills, new loss of taste or smell.

______ COVID-19-Related Requirements: I understand that (1) if I show any signs of illness or symptoms of COVID-19, or (2) if I have been exposed to or test positive for COVID-19 then I will not report to the program, activity or course, until I have been cleared by a physician and I have followed all the procedures for the program, activity or course and DSU following CDC and/or health department guidelines. I will report any potential illness, exposure, or positive COVID-19 test to the program, activity or course supervisor immediately. I agree to follow all safety procedures in accordance with the program, activity or course’s and DSU’s guidelines.

______ Release of Liability and Waiver: In return for being permitted to enroll and participate in the above program, activity or course, including any associated use of the premises, facilities, staff, equipment, transportation, and services of Dixie State University, I, for myself, heirs, personal representatives, and assigns, do hereby release, waive, discharge, and promise not to sue Dixie State University, the Board of Trustees, directors, officers, employees, and agents (collectively referred to as “DSU”), from liability from any and all claims, including the negligence of DSU, resulting in being infected with COVID-19 or any other illness and the resulting effects of said illness, including any injury (including death) or any other loss in connection with my participation in the program, activity or course and any use of DSU’s premises and facilities.

______ Governing Law and Severability: I understand that this document is written to be as broad and inclusive as legally permitted by the State of Utah and agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I agree that this Agreement shall be governed by the laws of the State of Utah, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the state District Courts of the State of Utah.

______ Understanding and Acknowledgement: I acknowledge that I am aware of potential health risks related to COVID-19 or other illnesses during my program, activity or course. I have read all previous paragraphs, including the
release of liability and waiver, assumption of risk, and indemnity agreement, know, fully understand its terms, acknowledge these and other risks that are inherent to the program, activity or course, classes and clinical education experiences, and understand that I am giving up substantial rights, including my right to sue. I acknowledge my participation is voluntary, that I knowingly assume all such risks, and that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the extent allowed by law. No other representations concerning the legal effect of this document have been made to me. I am 18 years or older. I have read this document and fully and completely understand the potential risks that may be associated with the program, activity or course. I have read this two-page document and I am signing this document freely and voluntarily.

Print Participant’s Name: _________________________________

Participant's Signature: _________________________________

Date: __________________

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I have read this two-page document, and I am signing it freely and voluntarily. I understand the legal consequences of signing this document, including (a) release of DSU from all liability on my and the Participant’s behalf, (b) waiver of my and the Participants’ right to sue DSU, (c) and assumption of all risks of the Participant’s participation in the program, activity or course, including travel to and from. I allow Participant to participate in the program, activity or course, and I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Print Parent/Guardian’s Name: ________________________________

Parent/Guardian’s Signature: _________________________________

Date: ________________