

## COVID-19 Assumption of Risk and Release from Liability (“Agreement”)

Indiana University (“IU”) is concerned for the health and well-being of its community community. The nature of the COVID-19 disease is such that actions taken by you affect not only your well-being, but also those of every other person you interact with or every person who uses the same spaces you use. IU has collaborated with medical experts and public health professionals to develop protocols and enhanced health and safety measures designed to minimize the risk of COVID-19 infections. IU is continually reviewing and, as appropriate, updating these protocols to incorporate the latest guidelines and information. Despite IU’s efforts to minimize these risks, it is impossible to eliminate the possibility that you could be exposed to or contract COVID-19 while participating in IU activities and while on campus. This Agreement is a condition of your participation in activities offered by and/or your receipt of services from [Unit] on behalf of the Trustees of Indiana University [including (insert specific event name as applicable)] (“Activities”).

I, \_\_\_\_\_, wish to participate in the Activities. In consideration of the services to be rendered in providing the Activities and in consideration of my participation in and receipt thereof, I hereby agree to the following:

1. I understand Activities may include, but are not limited to, the following: [Fill in activities.]
2. I understand that during the Activities, I may come into close contact with other participants. I understand that there is a potential I could be exposed to and contract COVID-19.
3. I understand that any owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during the Activities, the other participants of the Event (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents or employees of IU and that dangers, including those related to COVID-19, may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that IU is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. **I understand that my participation in Activities is entirely voluntary and at my own risk. I fully understand the scope of the Activities and the potential risks, including those related to COVID-19, involved in the Activities. I agree to assume the risks of my participation in the Activities, including the risk of catastrophic injury, death, or exposure to and infection of communicable diseases.**
5. I understand and agree that IU does not provide insurance to cover medical expenses for injuries or diseases that may be sustained or contracted by me or for damage to my personal property, and that IU strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to my participation in the Activities.
6. I agree to follow guidelines and recommendations given to me by IU, the [Unit], its agents, and employees during the Activities. I understand that all IU policies and regulations, including the COVID-19 Student Commitment Form, the Community Responsibility Acknowledgment, and the Code of Student Rights, Responsibilities and Conduct, are in effect and apply to my behavior for the entire duration of the Activities. I understand that any violations of these policies, guidelines, and regulations may result in sanctions up to and including, in appropriate circumstances, removal from Activities and referral to the Indiana University Police Department and/or the Office of Student Conduct for disciplinary action.

7. **I hereby release and fully discharge The Trustees of Indiana University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in the Event to the fullest extent permitted by law.**
  
8. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to the Activities that purports to establish the venue for any litigation arising from the Activities, I agree that I will file no action against IU or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Activities, in any court other than the Circuit Court of [Marion/Monroe] County, Indiana.
  
9. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print): \_\_\_\_\_

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

**If Participant is under 18 years old, his/her parent or guardian must sign below.**

Parent/Guardian Name (Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_