

ACCEPTANCE OF RISKS AND RESPONSIBILITY AGREEMENT AND RELEASE OF LIABILITY COVID-19

This Acceptance of Risks and Responsibility Agreement and Release of Liability ("Agreement and Release") is executed by:

("Student") and is issued to WESTERN TECHNICAL COLLEGE ("COLLEGE").

Student is voluntarily participating in an educational program, which includes on and off-campus instruction, clinicals and field internships. ("Activity").

Student understands that there are certain dangers, hazards, and risks inherent in the Activity, including possible exposure to the novel coronavirus (SARS-CoV-2) or COVID-19 positive persons. In certain circumstances, these dangers can include severe bodily harm, and even death.

Student agrees to exercise reasonable care at all times with respect to Student's own health and safety and with respect to the health and safety of others. Student agrees to abide by all rules, policies and procedures of the COLLEGE specific to the Activity.

COVID-19 is a virus spread primarily through close physical contact with other people and can result in illness or death. Centers for Disease Control and Prevention offer accurate education on the risk at www.cdc.gov/coronavirus. By participating in on campus activities I knowingly and voluntarily assume all such risks and assume full responsibility for my participation in the Program.

I agree to completely comply with these safety and risk mitigation steps. Failure to comply will result in immediate suspension of on campus activity.

- Maintenance of Social Distancing- six feet distance between people, avoidance of groups and mass gatherings
- Entering and Exiting the campus facilities in the prescribed manner
- Screening questions
- Temperature checks
 - o In the Event of Failed screening-Student will be asked to leave campus immediately
- Use of Personal Protective Equipment (PPE)
 - o PPE may include Face Coverings, Eye Coverings, Gloves and Gowns
- Observance of Class/room capacity
- Sanitizing and Cleaning

Participant has no health-related issues that would preclude or restrict participation in the Activity.

In consideration for being allowed to participate in the Activity, Student waives and fully releases, for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries, any and all rights, claims for damages, losses, demands, and any other actions or claims of whatever nature, whether based in law or equity, including but not limited to, the death of

Student and/or any and all injuries, damages or illnesses suffered by Student or Student's property which he/she has now, may have, or which may arise against or in any way related to, or caused by the Student's participation in, the Activity. COLLEGE, its employees, faculty, board of directors, agents and volunteers shall not be liable for the foregoing, and Student, on behalf of himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries, hereby expressly releases COLLEGE, its employees, faculty, board of directors, agents and volunteers from any and all such claims.

Moreover, Student, for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries hereby agrees to indemnify and hold harmless the COLLEGE, the COLLEGE'S employees, faculty, board of directors, agents and volunteers from and against any liabilities, claims, damages, losses, including incidental and consequential losses, and expenses, including defense expenses and costs, attributable to losses, including, but not limited to bodily injury, sickness, disease or death, or to injury or destruction of any tangible property, arising out of, or resulting from or caused by the acts or omissions of the Student.

This indemnification obligation exists regardless of whether such claims, damages, losses or expenses are caused solely by Student or are contributed to in part by COLLEGE, its employees, faculty, board of directors, agents and volunteers. However, the law of the state of Wisconsin should injury or damage occur may provide for the apportionment of the loss.

This release of liability does not, however, apply to any intentional or reckless acts or conduct by the COLLEGE its employees, faculty, board of directors, agents or volunteers.

By signing this document, Student acknowledges that s/he is fully informed of the contents of this Agreement and Release and represents that s/he understands it. Student is not relying on any oral or written representations, statements or inducements, apart from those made in this Agreement and Release.

Further, Student understands that signing this form, together with the limitation and waiver of liability contained herein, or an alternative form that is acceptable to the College, is necessary for the Student to participate in the Activity. Student further agrees it has had the opportunity to negotiate possible alternate terms with the College and that the College has made representatives available to Student for such negotiations.

Participant is at least eighteen (18) years of age and is competent to sign this document. If Participant is a minor under the age of eighteen (18), the parent and/or guardian acknowledges they are competent to sign this document on behalf of the Participant.

By signing this Agreement and Release, you give up substantial legal rights. Read and understand this entire document before you sign it.

Participant Signature:	Date:	
Parent/Legal Guardian Signature	Date:	

(Signature required if Participant is under age 18)