

West Virginia University Extension Service
Release and Waiver of Liability and Assumption of Risk

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The West Virginia University Extension Service (WVUES) has put in place recommended preventative measures with guidance from federal, state, and local officials to reduce the spread of COVID-19; however, it cannot be guaranteed that a WVUES program participant will be prevented from an exposure to COVID-19.

In consideration of being allowed to participate in or observe activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness from events is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
2. The risk to have contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that me and my children could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
3. Further, participation in activities/events could increase the risk of contracting COVID-19; by signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and my children may be exposed to or infected by COVID-19 by attending WVUES programming and that such exposure or infection may result in illness;
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTS, OMISSIONS, OR NEGLIGENCE OF OTHERS, INCLUDING BUT NOT LIMITED TO THE RELEASEES (as defined in Par. 6), and accept and assume sole and full responsibility for any injury to my children or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, action, cost, or expense, of any kind, that I or my children may experience or incur in connection with my child(ren)'s attendance at or participation in any WVUES function ("Claims");
5. I willingly agree to comply with the stated and customary terms and conditions for attending WVUES events, including, but not limited to, CDC Guidelines. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately;
6. I, for myself and on behalf of my children, heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY EXTENSION SERVICES, the respective officers, board members, officials, agents and/or employees of each entity, other participants, sponsoring agencies, sponsors, advertisers, and the owners and lessors of the premises used to conduct the event (collectively the "RELEASEES"), with respect to any and all CLAIMS, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

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7. I further agree that, should my child(ren), any member of their family or any person with whom we are known to have come in contact with test positive for COVID-19 or is otherwise suspected to have been infected, that I shall immediately remove my child(ren) and all members of my family from WVUES events or activities and shall immediately report the infection or contact to a WVUES event representative.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, and BEFORE ACKNOWLEDGING BELOW, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS IN AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF MY CHILD(REN), AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of WVU Extension Service Event/Activity

Signature of Participant 18 Years of Age or Older

Signature of Parent/Guardian if Participant is Under 18

Print Name of Signatory (Person Signing)

Date

Name of Participant(s) Under Age of 18 (please print)

Created: July 6, 2020

Appendix D

MEDICAL TREATMENT RELEASE FORM

It is the responsibility of the camper's parent or guardian to ensure that the camper is healthy and has no physical problems that would prevent his participation in all camp activities and further, has had a physical within the last 12 months by the appropriate licensed medical personnel clearing for athletic participation,. Responsibility for primary medical insurance coverage rests with the camper.

THIS FORM MUST BE COMPLETED BEFORE REGISTRATION IS COMPLETE!

Camper's Name: _____ Date: _____

List any allergies to medicines:

List any conditions that physicians should know about:

Insurance Company: _____

Policy Number: _____

Group Number: _____

In the event I cannot be reached, I authorize any medical treatment that might be advised by physicians or trainers available to the West Virginia University Camp while my child is present at the camp.

Parent or Guardian:

(Sign Name) (Print Name) (Date)

Emergency Phone Numbers (Day): _____ (Night): _____