



# COVID-19 WAIVER AND RELEASE FROM LIABILITY

I acknowledge that participating in any Black Hawk College sponsored, non-sponsored events and travel, related activities and other events (referred to as "Events") involves the risk of possible exposure to or contracting a communicable disease including COVID-19. I knowingly and voluntarily agree to the terms and conditions outlined in this COVID-19 WAIVER AND RELEASE FROM LIABILITY. In consideration and exchange for being permitted to participate in any Events, I agree to the following:

I understand the symptoms and hazards of COVID-19 and agree to follow Black Hawk College, CDC, federal, state, local government and health department guidelines and recommendations. I am aware that guidelines and recommendations may change regularly. I accept responsibility for knowing and following the current safety measures to protect myself.

I am in good health and have no physical conditions that affect my ability to participate in any Events and have not been advised otherwise by a medical practitioner. I do not have any of the symptoms of COVID-19 as recognized by the CDC nor have I had any such symptoms within the last 14 days. I acknowledge that I have not nor have I been in close contact with an individual who has had any COVID-19 symptom listed by the CDC, a pending or confirmed diagnosis of COVID-19, or ordered or directed to quarantine or isolate at home in the 14 days prior to the event. I attest that I am not in violation of the current travel policy in place by Black Hawk College on the day of the event. I affirm that I am not aware of any exposure, symptom or other risk factor that would cause me to pose a risk of spreading COVID-19. I further confirm that if I begin to feel ill or experience any symptoms related to COVID-19, I will remove myself from the Event and/or Black Hawk College property immediately.

I agree that before I participate in any portion of any Events, I will inspect the related facilities, site, environment, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in any Events until all unsafe conditions have been remedied. I will abide by all safety guidelines in place.

I assume full responsibility for all risks associated with my participation in all Events and the risk of exposure to or contracting COVID-19 or any other communicable disease. I hereby release, waive, discharge and agree not to sue Black Hawk College, their employees, trustees, members, officers, directors, agents, volunteers or participants in any Events and any other Event sponsors or organizers, along with their respective parent companies, affiliates, and their successors and assigns (collectively referred to as the "College"), for and from any illnesses, injuries, death, losses, damages, liabilities, or expenses that are caused or alleged to be caused by their negligent acts or omissions, or the condition of the property, facilities, environment, or equipment used for any Events.

I agree to indemnify, defend, and hold harmless all participants in all Events and the College and their employees, trustees, members, officers, directors, agents, or volunteers from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs and expenses incurred by the College as a result of my unlawful actions or failures to act during any Events.

I agree to wear appropriate safety equipment, as may be established by the CDC or community standards and common safety practices, during all activities and competitions at all Events. I understand that if I refuse to wear appropriate safety equipment, I will remove myself from the Event and/or Black Hawk College property immediately. In connection with any illness, injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who are at the Event who may provide medical treatment to me at any Event for malpractice.

This COVID-19 WAIVER AND RELEASE FROM LIABILITY is a legally binding agreement and will be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. The provisions of this agreement shall apply to all current and future Events.

I agree that if there should ever be a dispute of any kind between me and Black Hawk College or other Event sponsors or organizers then any such dispute will be decided by binding arbitration pursuant to the rules of the American Arbitration Association and that any and all legal proceedings shall take place only in Rock Island County, Illinois. This agreement shall be enforced and construed according to the laws of the State of Illinois.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENT. I UNDERSTAND THAT BY SIGNING BELOW, I CONFIRM AGREEMENT TO THE RISKS INVOLVED AND AGREE TO PARTICIPATE IN SAID EVENT WITH SUCH KNOWLEDGE AND UNDERSTANDING. I FURTHER CONFIRM I HAVE VOLUNTARILY SIGNED THIS RELEASE AND AGREED TO WAIVE ANY AND ALL CLAIMS FORFEITED HEREIN. I AGREE THIS DOCUMENT IS NOT ONLY BINDING ON ME BUT WILL ALSO BE BINDING UPON MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS AND NEXT OF KIN.**

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**PARENT or GUARDIAN CONSENT** (If participant is under age 18): I am the parent or legal guardian of the participant and I agree that the foregoing agreement shall be binding on me and the minor participant.

Signature of Participant's Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

### IN CASE OF EMERGENCY

Printed Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

Home#: \_\_\_\_\_ Cell#: \_\_\_\_\_ Other#: \_\_\_\_\_