# Communicable Disease Safety Acknowledgment – Liability Waiver and Release

# READ CAREFULLY BEFORE SIGNING

In consideration for my child's participation in

\_\_\_\_, hosted by

("Program"), I hereby release, hold harmless, and forever discharge The University of North Carolina at Chapel Hill, its current and former agents, officers, trustees, and employees ("University") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me or my child, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY or otherwise, while participating in the Program.

The University has put in place preventative measures to reduce the spread of communicable diseases, such as COVID-19. However, the University cannot guarantee that its program participants will not become infected.

I will:

• Comply with Contagious Protocols or Provide Proof of Childhood Immunizations

### Assumption of Risk

I acknowledge and understand the following:

My child's participation in the Program includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While rules, standards, and personal discipline may reduce this risk, the risk of serious illness does exist;

I knowingly and freely assume all such risks to my child related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the University; and

I hereby knowingly assume the risk of injury, harm, and loss associated with my child's program, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

### RELEASE AND WAIVER OF LIABILITY

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PARTICIPATION IN THE PROGRAM AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS THE UNIVERSITY. I AGREE TO INDEMNIFY AND HOLD HARMLESS the UNIVERSITY from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my child's participation in the Program WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITYNIVER or otherwise. It is my express intent that this Participant Release, Consent and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the UNIVERSITY. I hereby further agree that this Participant Release, Consent and Waiver of Liability shall be construed in accordance with the laws of the State of North Carolina.

IN SIGNING THIS PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and I am the parent or legal guardian of the child participant, and I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same. My electronic signature on this document shall carry the same force as a physical signature.

Printed Participant Name: \_\_\_\_\_

Printed Parent or Guardian Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

#### ATTESTATION

Please check one:

□ My child has received the required childhood vaccinations and have been provided to the program.

□ My child has not received any childhood vaccinations.

I agree that if my child exhibits symptoms of any contagious diseases I will make arrangements to pick up my child in a time agreed upon by the Program.

I agree that if my child's test results are positive of any contagious diseases, I will notify the camp or program immediately.

I agree that if my child develops symptoms and tests positive for any contagious diseases within 72 hours of attending the camp or program, I will notify the camp/program director.

Printed Participant Name: \_\_\_\_\_

Printed Parent or Guardian Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_