



# WAIVER OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT FOR USE OF PERRY FIELD HOUSE AND STUDENT RECREATION CENTER AND OTHER RECREATIONAL FACILITIES

On March 9, 2020, Governor DeWine issued Executive Order 2020-01 declaring a state of emergency for the entire State of Ohio to protect residents from the dangerous effects of COVID-19. According to the Executive Order, COVID-19 is a respiratory disease that can result in serious illness or death. This disease is caused by the SARS-CoV-2 virus, a new strain of coronavirus that can easily spread from person to person. The virus is spread by individuals who are in close contact with each other (within about six feet) through respiratory droplets that are produced when an infected person coughs or sneezes. It may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes.

Given the widespread outbreak and the possibility of COVID-19 being contracted, federal, state, and local governments, and federal and state health agencies, recommend physical social distancing and have, in many locations, prohibited or limited the congregation of groups of people. As a result, Bowling Green State University ("BGSU") has put in place preventative measures to reduce the spread of COVID-19.

Even with these measures, BGSU cannot guarantee that individuals participating in recreational or organized athletic or training and conditioning activities ("Participants") at the BGSU Student Recreation Center or other athletic facilities, stadiums, weight room, gymnasiums, or similar venues ("Facilities") and using BGSU equipment ("Equipment") will not become infected with COVID-19. By signing this agreement ("Agreement"), the Participant agrees that:

1. Their use of BGSU Facilities and Equipment is voluntary.
2. While at BGSU Facilities and using BGSU Equipment, all safety and social distancing protocols as described at <https://www.bgsu.edu/coronavirus/return-to-campus>, including but not limited to wearing a face covering and practicing physical distancing of at least six (6) feet with others to the extent feasible.
3. The Participant will not use the Facilities or Equipment if the Participant has been exposed to any person who has tested positive for COVID-19 in the past fourteen (14) days, is experiencing a fever at or above 100.4 F, or exhibiting any symptoms of illness, including dry cough, fever or chills, shortness of breath, fatigue, sore throat, headache, muscle aches, loss of sense of taste or smell.
4. COVID-19 is contagious, and the Participant understands it is the sole responsibility of the Participant (and their parent/guardian, as applicable) to evaluate carefully all risks inherent in using BGSU's Facilities and Equipment. The Participant (and their parent/guardian, as applicable) voluntarily assumes full responsibility for the risk that the Participant may be exposed to or infected by COVID-19 by using BGSU's Facilities and Equipment and that such exposure or infection may result in personal injury, illness, permanent disability, death, and/or other damages or expenses.
5. The risk of becoming exposed to or infected by COVID-19 at the Facilities or while using the Equipment may result from the actions, omissions, or negligence of the Participant or others, including, but not limited to, BGSU students, staff, volunteers, and guests.
6. The Participant assumes all of the foregoing risks and accepts sole responsibility for any injury to the Participant including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the Participant or their parent/guardian may experience or incur in connection with Participant's use of the Facilities or Equipment ("Claims").
7. The Participant releases and agrees to hold harmless and indemnify BGSU, its trustees, employees, agents, and representatives, from any and all liability, arising from negligence or otherwise, and any damages as a result of the Participant's use of the Facilities or Equipment, including but not limited to property damage, mental or physical injury, and death ("Release"). This Release includes any Claims based on the actions, omissions, or negligence of BGSU, its trustees, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of the Facilities or Equipment.
8. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, have read the above carefully, understand its significance, and voluntarily agree to all of its terms. If the Participant is under 18 years of age, this Agreement must be signed by the student's parent or guardian. For divorced/separated parents, the parent/guardian signing below attests that he/she has legal authority to provide consent for the Participant to use BGSU Facilities and Equipment and to execute this Agreement.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_

If the Participant is a minor, either a parent or guardian must sign below, if they agree with the terms of this Agreement.

Printed Name of Parent/Guardian \_\_\_\_\_ Signature of Parent/Guardian \_\_\_\_\_  
Date \_\_\_\_\_