West Virginia University Jackson’s Mill
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 owner, lessor, and operator of West Virginia University Jackson’s Mill (“Jackson’s Mill”) have collectively 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 Jackson’s Mill attendee will be prevented from an exposure to COVID-19.

In consideration of being allowed to enter Jackson’s Mill 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 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 events at Jackson’s Mill 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 Jackson’s Mill events or participation in any Jackson’s Mill function (“Claims”);
5. I willingly agree to comply with the stated and customary terms and conditions for attending Jackson’s Mill 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 SERVICE AND JACKSON’S MILL, 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;

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 Jackson’s Mill and shall immediately report the infection or contact to a representative of the Jackson’s Mill event;

8. I further agree to comply with all policies regarding the use of personal protective equipment ("PPE") adopted by West Virginia University, as well as rules and regulations adopted by state, local, and federal officials;

9. I further agree to participate in contact tracing if, in West Virginia University’s sole discretion, it is determined that contact tracing is necessary, and provide the information listed below with full knowledge that it may be used for contact tracing purposes:

________________________________________________________________________
Full Name

________________________________________________________________________
Name(s) of Child(ren) (if applicable)

________________________________________
Mailing Address

________________________________________
Email

________________________________________
Phone Number

________________________________________________________________________
Date(s) of Visit to WVU Jackson’s Mill

________________________________________________________________________
Reason for Visit or Specific Event

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.

________________________________________
Signature of Adult Participant or Parent/Guardian

________________________________________
Printed Name of Adult Participant or Parent/Guardian

________________________________________
Date

WVU is an EEO/AA/Title VI/Title IX/Section 508/ADA Institution. Underrepresented class members are encouraged to apply. This includes: minorities, females, individuals with disabilities and veterans.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs).

The WVU Board of Governors is the governing body of WVU. The Higher Education Policy Commission in West Virginia is responsible for developing, establishing, and overseeing the implementation of a public policy agenda for the state’s four-year colleges and universities.

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