

WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT

Please read this carefully. The COVID-19 pandemic will be a part of our daily lives for the foreseeable future. Nebraska Methodist College is committed to reducing the risk of the COVID-19 virus spread on campus by establishing policies and procedures that follow local, state and federal requirements and guidelines. Despite our best efforts, the College cannot guarantee that its community members (students, faculty, staff and visitors) will not contract COVID-19, and each member and visitor assumes such risk when participating in education, employment or other activities at Nebraska Methodist College.

I understand that I am at risk of contracting a communicable or infectious disease while participating in my clinical/fieldwork rotation or on campus course/lab ("NMC Experience"). By choosing to participate in my NMC Experience during the 2020-2021 academic year, I assume the risk of contracting a communicable or infectious disease from the employees, patients, or other users of the facility; employees, students or other users of NMC's campus; and other sources.

In addition, I acknowledge that Nebraska Methodist College cannot guarantee that students, who decline to start or leave clinical/fieldwork rotations early will be able to progress academically or graduate from their program on schedule. We will respect your decision about whether to begin or continue in your clinical/fieldwork rotation, and we will support you going forward. Likewise, NMC cannot guarantee that students who are unable to begin or must leave their clinical/fieldwork rotations early at the decision of the facility will be able to progress academically or graduate from their program on schedule. We are actively pursuing alternatives to the replace the loss of these degree requirements resulting from the COVID-19 pandemic. I understand this waiver affects any rights I have if I become ill/injured or otherwise suffer damages while participating in program/clinical experience you have chosen.

WHEREAS I, (indicate full name) _____ desire to participate in my NMC Experience and I understand in consideration for my being permitted to participate in said Experience, I do hereby, for myself, the members of my family and spouse if I am alive, and my heirs, assigns, and personal representatives if I am deceased, acknowledge and assume the risk of participation in the Experience, and do hereby RELEASE AND FOREVER DISCHARGE the Nebraska Methodist Health System, Inc., Nebraska Methodist College, and its officers, directors, faculty or employees, (herein after referred to as "Releasees") whether accompanying said Experience or otherwise, from any and all claims, demands, actions or causes of action on account of any illness/injury to me or my property or on account of my death which may occur from any cause during the said Experience, or any continuances thereof; and I do hereby expressly covenant and agree to refrain from bringing suit or proceedings at law or in equity or otherwise as provided by law, against any of said bodied or persons on account of any and all such claims, demands, actions or causes of action. I further AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost, including court costs and attorney's fees that they may incur due to my participation in said Experience.

I acknowledge and understand it is my responsibility to complete the **NMC Daily Self-Screening Guidelines**. I agree to follow any health and safety guidelines set by Methodist Health System, Nebraska Methodist College and the clinical/fieldwork facility. **If I feel ill at all, I will not go to the clinical/fieldwork facility or campus.** I will not risk my health and safety or that of my classmates, faculty, staff, co-workers and patients if I am sick. I will stay home and contact Campus Health or my health care provider by phone. I understand that I am solely responsible for paying the costs of any medical treatment I may need because of my participation in the above clinical/fieldwork rotation or on course/campus lab experience, including any out-of-pocket expenses and/or co-pays; regardless of the reason, such medical treatment was needed.

IN SIGNING THIS RELEASE I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own, free act and deed; no oral representations, statements, or inducements apart from the foregoing written agreement have been made; I am at least nineteen (19) years of age and fully competent (if not nineteen, my parent(s) or guardian(s) agree with the terms of this document and sign it as such); and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Participant's Printed Name

Date

Signature

Parent/Guardian Signature (if Participant is
18 years old or younger)