

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT,
("Waiver") WAIVER OF LIABILITY AND ASSUMPTION OF RISK

In consideration for being allowed to enter the premises of a building on Western Michigan University's campus, to wit: _____ on _____, 2021 for the purpose of _____, (I hereby agree to assume all risk and responsibility for any and all injury, property damage, or death that I may sustain as a result of my activity retrieving the property. I understand the nature of this activity, the risks associated with activity, and I further represent that I am qualified, in good health, and in proper physical condition to participate in this activity. If I believe that I am unsafe, I acknowledge that it is my responsibility to immediately discontinue participation in the activity, and promise I will do so.

I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns do hereby release, covenant not to sue, waive, and discharge the Board of Trustees of Western Michigan University (hereinafter "WMU"), and/or their respective administrators, directors, agents, officers, representatives, trustees, volunteers, and employees, (each considered one of the "RELEASEES" herein), from any and all liability, including, but not limited to, any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, loss, damage, or death that may arise as a result of my participation in the activity. I further agree that if, despite this Waiver, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, defend, save, hold harmless, and release each of the Releasees from any loss, liability, damage, or cost, which any of them may incur as the result of such claim. I understand that I must wear a facemask during this activity and this release includes the possibility that I could contract the COVID-19 virus.

By executing this Waiver, you certify the following:

- You have not had any of the following symptoms (in the last 24 hours)
 - Fever, at or above 100.4 F degrees.
 - Chills,
 - Cough (not due to a chronic condition),
 - Difficulty breathing,
 - Sore throat (not due to a chronic condition),
 - Muscles aches (not due to a chronic condition),
 - Diarrhea (not due to a chronic condition),
 - Severe fatigue,
 - Nasal congestion (not due to a chronic condition),
 - Loss of sense of taste smell (not due to a chronic condition).
- You have not had a COVID-19 test in the last 10 days that was positive.
- No member of your household has had a confirmed COVID-19 infection in the past 10 days.
- You are not currently avoiding shared spaces because you are ill or because you have been directed by your medical provider or your public health official to quarantine.
- You do not have a fever at or above 100.4 F degrees.
- You have not been exposed to someone with confirmed COVID-19.
- You have not been advised to quarantine either by a health care provider or public health recommendation (i.e. Centers for Disease Control and Prevention, Health Department) and still under that advice.

I have read the RELEASE and WAIVER of LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Further, I agree that this waiver of liability, assumption of risk, and indemnity agreement is intended to be construed as broadly and inclusive as permitted by the State of Michigan and federal law. If any provision of this waiver of liability, assumption of risk, and indemnity agreement is or becomes illegal, otherwise invalid, or unenforceable, such provision shall be excluded to the extent of such invalidity or unenforceability and all other provisions shall remain in full force and effect.

I have carefully read this waiver of liability, assumption of risk, and indemnity agreement and I understand its contents, and choose to sign it of my own free will and not under duress.

Print Name

Signature