

**Feather River Community College District
Acknowledgement, Waiver of Liability, Assumption of Risk & Indemnity Agreement**

The Feather River Community College District (“District”) is offering a limited number of essential activities to support the success of students participating in limited programs of study and to provide access and hands-on experience that is critical to train the next generation of industry professionals. Participation with in-person activities is elective and not required. While the District has implemented measures to provide a safe learning environment, there is an inherent risk associated with in-person activities at the current time due to the coronavirus/COVID-19 pandemic, and students must acknowledge those risks as a condition of voluntary participation.

I, _____,
hereby request to be permitted to participate in the District’s limited activity including but not limited to Student Housing operated by the District, face to face instruction including laboratories and activity courses, student support services, student employment, athletics, and transportation provided by the District as part of a limited and managed return of students from distance education modalities necessitated by viral pandemic. I understand that I am not required to participate, I am choosing to do so and that there may be other avenues available to me to acquire the necessary credits for my field of study, including but not limited to delaying my participation in activities until the current COVID-19 pandemic has abated to the extent to allow for traditional on-campus activities to reopen.

Waiver: I acknowledge that if granted permission to participate in the activity (“Activity”) elected herein, I may be exposed to hazards including but not limited to the potential infection of COVID-19 or other communicable diseases, and I therefore for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the District, its officers, employees, and agents from liability and any and all claims including the negligence of District, its officers, employees and agents, resulting in personal injury, accident, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risks: Participation in the above Activity carries with it certain inherent risks that cannot be eliminated due to the current COVID-19 pandemic regardless of the care taken to avoid injuries. The risks may vary from one participant to another, and may range from minor injuries such as scratches or bruises, to severe injuries such as concussions or broken bones or infection with a communicable disease such as COVID. I have read the previous paragraphs and I know understand, and appreciate these and other risks which are inherent in this Activity. I hereby acknowledge that my participation is with awareness of these risks, and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the District from any and all claims, actions, suits, procedures, cost, expenses, damages and liabilities, including attorney’s fees, that may be brought as a result of my involvement in the Activity. This Agreement may be plead as a full and complete defense to any claim or suit brought after its effective date, and concerning any damages arising during an Activity as set forth herein.

Acknowledgement of Conditions: I further understand, acknowledge, and expressly agree that my participation in the Activity is subject to the reasonable rules and regulations of the District, including those regulations adopted expressly for the purposes of mitigating exposure to viral pathogens and specifically to prevent the transmission of COVID-19. I understand and agree that I will comply with reasonable requirements relating to social distancing and maintaining a face

covering while engaged in District activities on District property. I further agree to cooperate with reasonable non-invasive screening procedures to ensure that the instructional environment remains as safe and healthy as may be expected under the circumstances. I understand that the District may revoke its consent to my presence on campus if I refuse to abide by these rules.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing the waiver you are agreeing that all mentioned above has been understood, agreed upon, and that you understand that participating in any of the activities listed above is voluntary optional activity and that you have the option to not participate.	Initial Here	
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You further expressly acknowledge and accept that by participating in any of the above activities, you are willingly accepting responsibility for a potentially increased risk of contracting COVID-19	Initial Here	
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Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, I acknowledge that there are other avenues available to satisfy the lab requirements for my field of study, but I nevertheless choose the Activity as indicated above, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Student Signature Date

Student ID

Parent Signature (if student is under the age of 18) Date