



**ACCEPTANCE OF RISKS AND RELEASE OF LIABILITY – STUDENT/PARTICIPANT
(SARS-CoV-2 or COVID-19)**

This Acceptance of Risks and Release of Liability ("Agreement and Release") is executed by:
_____ (please print first and last name) ("Student/Participant")
and is issued to NICOLET COLLEGE ("COLLEGE").

Student/Participant is voluntarily participating in an educational program, which includes On-Campus Instruction ("Activity").

Student/Participant understands that there are certain dangers, hazards, and risks inherent in the Activity, including possible exposure to novel coronavirus (SARS-CoV-2) or COVID-19 positive persons. In certain circumstances, these dangers can include severe bodily harm, and even death.

Student/Participant agrees to exercise reasonable care at all times with respect to Student/Participant's own health and safety and with respect to the health and safety of others. Student/Participant agrees to abide by all rules, policies and procedures of the COLLEGE specific to the Activity.

In consideration for being allowed to participate in the Activity, Student/Participant waives and fully releases, for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries, any and all rights, claims for damages, losses, demands, and any other actions or claims of whatever nature, whether based in law or equity, including but not limited to, the death of Student/Participant and/or any and all injuries, damages or illnesses suffered by Student/Participant or Student/Participant's property which he/she has now, may have, or which may arise against or in any way related to, or caused by the Student/Participant's participation in, the Activity. COLLEGE, its employees, faculty, board of directors, agents and volunteers shall not be liable for the foregoing, and Student/Participant, on behalf of himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries, hereby expressly releases COLLEGE, its employees, faculty, board of directors, agents and volunteers from any and all such claims.

Moreover, Student/Participant, for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries hereby agrees to indemnify and hold harmless the COLLEGE, the COLLEGE'S employees, faculty, board of directors, agents and volunteers from and against any liabilities, claims, damages, losses, including incidental and consequential losses, and expenses, including defense expenses and costs, attributable to losses, including, but not limited to bodily injury, sickness, disease or death, or to injury or destruction of any tangible property, arising out of, or resulting from or caused by the acts or omissions of the Student/Participant.

This indemnification obligation exists regardless of whether such claims, damages, losses or expenses are caused solely by Student/Participant or are contributed to in part by COLLEGE, its employees, faculty, board of directors, agents and volunteers. However, the law of the State of Wisconsin, should injury or damage occur, may provide for the apportionment of the loss.

This release of liability does not, however, apply to any intentional or reckless acts or conduct by the COLLEGE its employees, faculty, board of directors, agents or volunteers.





By signing this document, Student/Participant acknowledges that s/he is fully informed of the contents of this Agreement and Release and represents that s/he understands it. Student/Participant is not relying on any oral or written representations, statements or inducements, apart from those made in this Agreement and Release.

Further, Student/Participant understands that signing this form, together with the limitation and waiver of liability contained herein, or an alternative form that is acceptable to the College, is necessary for the Student/Participant to participate in the Activity. Student/Participant further agrees it has had the opportunity to negotiate possible alternate terms with the College and that the College has made representatives available to Student/Participant for such negotiations.

By signing this Agreement and Release, you give up substantial legal rights. Read and understand this entire document before you sign it.

Student/Participant

Date

Parent or Legal Guardian Signature
(if Student/Participant is younger than 18)

Date

