

UMSG, Inc. COVID-19 SAFETY ACKNOWLEDGEMENT – LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the University of Maine Student Government, Inc., (“UMSG”), or while participating in an approved UMSG club or student organization, “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, UMSG has put in place preventative measures to reduce the spread of COVID-19 in line with recommendations by the University of Maine, the Maine CDC, and the US CDC. However, UMSG cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in UMSG events and/or other face to face student organization activities. By attending an UMSG event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others (please see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>);
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath, see link above) and contact the University of Maine at 207-581-2681 and UMSG (tellumsg@gmail.com) if they experience symptoms of COVID-19 within 14 days after participating or volunteering with UMSG or a UMSG approved student organization. Participants can also contact the Maine CDC directly at 207-287-8016. Please do not send confidential medical information to the above email address.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with UMSG or a recognized UMSG student organization, and I willingly engage in UMSG events and/or other activities (the “Activity”).

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE UNIVERSITY OF MAINE STUDENT GOVERNMENT, INC., THE UNIVERSITY OF MAINE, THE UNIVERSITY OF MAINE SYSTEM, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES EXCEPT CONDUCT THAT WAS WILLFUL OR WANTON, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any UMSG or UMSG recognized club event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: the Released Parties and all past, present and future successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF MAINE. SHOULD ANY PORTION OF THIS WAIVER AND ASSUMPTION OF LIABILITY BE DEEMED BY A COURT TO BE VOID OR AGAINST PUBLIC POLICY, IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE REMAINDER SHALL REMAIN ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

BY SIGNING THIS DOCUMENT, I HEREBY AGREE TO THE TERMS OF THIS RELEASE ABOVE AND TO FOLLOW THE RULES AND RECOMMENDATIONS AS DESCRIBED ON UMAINE.EDU/ RETURN, AND ANY RECOMMENDATIONS PUT FORWARD BY THE MAINE AND US CENTERS FOR DISEASE CONTROL.

Please clearly print your name here:

Campus or Home Address:

Signed:

Date:
