

PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY FOR CAMPUS TOUR

I understand that Miami University is providing me with the opportunity to participate in an on-campus tour of one or more of its campuses (the “Tour”). The term Tour includes all activities related to the Tour (e.g. interviews, meet-and-greets, lunches, etc.), and all travel conducted to, from, and during the Tour. In consideration for being allowed to participate in the Tour (whether as a prospective student, a parent of a prospective student, or otherwise), I hereby agree to be bound by this Participation Agreement, Assumption of Risk, and Waiver of Liability for Campus Tour (this “Agreement”). Accordingly, I hereby knowingly and voluntarily acknowledge and agree that:

- my participation in the Tour is entirely voluntary, and involves a risk of injury or illness due to certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries or illnesses;
- I may be exposed to COVID-19 and other infectious diseases (e.g. influenza, coronavirus, etc.) during the Tour;
- it is possible to contract COVID-19, even if I follow all safety precautions as recommended by the Centers for Disease Control and Prevention (CDC), the State of Ohio Department of Health, and Miami University;
- my participation in the Tour during the COVID-19 pandemic is particularly dangerous, and may involve the risk of severe illness and even death;
- I have been strongly encouraged by Miami University to assess my health and ability to participate in the Tour, and acknowledge that I have done so;
- I will follow all applicable Miami University policies, procedures, and guidelines during the Tour, including Miami University’s COVID-19 policy (see <https://www.miamioh.edu/policy-library/index.html>); and
- I will be required to wear a face mask or alternative face covering and practice social distancing during the Tour.

On behalf of myself, and my heirs, next of kin, successors, executors, administrators, and assigns (“Releasing Parties”), I knowingly and voluntarily assume full responsibility for any and all risks or losses, or personal injury or illness, including death, that I may sustain as a result of my participation in the Tour. To the fullest extent permitted under law, I agree, for myself and the Releasing Parties, to release and hold harmless Miami University, its trustees, officers, employees, volunteers, agents, and contractors (the “Miami Parties”) from any present or future claim for personal injury, illness, emotional injury, death, or property damage arising directly or indirectly from my participation in the Tour, including allegations or claims of negligence on the part of the Miami Parties; provided, however, that such release of liability shall not apply to Miami University’s or the Miami Parties’ gross negligence. This Agreement shall be governed by the laws of the State of Ohio, and that nothing in this Agreement shall be construed as a waiver of the sovereign immunity of Miami University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02. If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

I HAVE READ THIS ENTIRE AGREEMENT AND I UNDERSTAND ITS TERMS AND PROVISIONS. I AGREE THAT THIS AGREEMENT IS A BINDING AGREEMENT, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY. I UNDERSTAND AND AGREE THAT BY SIGNING BELOW I WILL WAIVE AND FOREVER RELINQUISH ANY AND ALL CLAIMS THAT I MAY HAVE, WHETHER KNOWN OR UNKNOWN, AND WHETHER ANTICIPATED OR UNANTICIPATED, AGAINST THE MIAMI PARTIES ARISING OUT OF MY PARTICIPATION IN THE TOUR.

Signature: _____ Date: _____

Name (Printed): _____ Phone: _____

Address: _____

I UNDERSTAND AND AGREE THAT IF I AM SIGNING THIS AGREEMENT ON BEHALF OF A MINOR CHILD, THAT I WILL BE GIVING UP THE SAME RIGHTS FOR THE MINOR AS I WOULD BE GIVING UP IF I SIGNED THIS AGREEMENT ON MY OWN BEHALF; AND I PERSONALLY REPRESENT AND WARRANT THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE MINOR.

Parental/Legal Guardian Co-Signature (if under 18): _____

Printed Name: _____ Relationship: _____