**Acknowledgement of Risk and Waiver of Liability**

 In exchange for being permitted to participate in the XYZ day camp program at Austin Peay State University (“the Program”), [Student Name], on behalf of myself or my named minor child, agree to the following:

1. This agreement is made on behalf of the individuals who execute the agreement below. In the cases where a parent or guardian executes this Agreement, such parent or guardian hereby acknowledges and agrees that, for purposes of this agreement, “I” shall mean such parent or guardian, any other present or future parent or guardian of the child listed herein, the child, and the personal representatives, heirs, successors, and assigns, therefore, with the result that all such parties are bound by the terms of this agreement.
2. I understand and acknowledge that the State of Tennessee has experienced community spread of the COVID-19 virus, which if contracted by myself or my child could be fatal. I understand that the COVID-19 outbreak is a global pandemic which APSU cannot control.
3. I understand that during participation in the Program, I could, potentially, be exposed to the COVID-19 virus, and that the risk of such exposure cannot be eliminated. I fully understand and appreciate both the known and potential dangers of participating in the APSU program and acknowledge that participation may, despite APSU’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which hazards and risks include, but are not limited to, quarantine requirements, serious illness, disability, and/or death. Additionally, I understand that, should I be exposed to the COVID-19 virus, other members of the household could be exposed to the COVID-19 virus as well.
4. I fully realize, accept, acknowledge and understand the risks of having my participation in the Program and voluntarily assume all of the risks associated with such attendance, whether such risks are known or unknown or listed herein.
5. I agree to follow all Program policies and procedures as well as any written or oral instructions or direction, including safety measures related to COVID-19, given by the Program or by Austin Peay State University.
6. During the time of attendance, I agree to  (a) exclude myself if I am experiencing any symptoms of COVID-19 including fever, cough, shortness of breath, etc. or have been exposed to someone who tested positive for COVID-19, (b) strictly adhere to all social distancing guidelines in place at the time of attendance as recommended by local, state, and federal officials or as required by APSU, and (c) will wear face coverings and engage in proper sanitation guidelines in place at the time of attendance as recommended by local, state, and federal officials or as required by APSU.
7. To the extent permitted by law, and in consideration for being allowed to participate in the Program, I hereby release, discharge, hold harmless, and covenant not to sue the Program, Austin Peay State University, the Austin Peay State University Board of Trustees, and the State of Tennessee, and their administrators, faculty, staff, agents, and employees from all liability, claims, causes of actions, damages, or demands of any kind and nature whatsoever that may arise from my participation in the Program, whether arising out of the acts, omissions, or negligence of APSU. I understand and agree that this release includes any claims of exposure to, or infection by, the COVID-19 virus based on the actions, omissions, or negligence of APSU, its officers and directors, employees, agents, and subcontractors, whether a COVID-19 infection occurs before, during or after any contact arising  from your participation in and attendance on the APSU campus for this Program.

 In signing this Agreement, I hereby acknowledge and represent that I have read this Agreement in its entirety, understand it, and sign it voluntarily.

Signed by: Date:

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Participant

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Parent or Guardian if participant

Under 18 years of age