

COVID-19 Practicum Student Agreement and Release ("RELEASE")

Student's Full Legal Name: _____

Due to the ongoing COVID-19 pandemic emergency Northern Michigan University ("NMU") has implemented many health and safety precautions and restrictions, as recommended by public health and governmental authorities. Still, I desire, at my own risk and by own free decision, to voluntarily participate in an off-campus practicum as part of my course of studies (the "Practicum"). In consideration for being permitted to participate in the Practicum, which will provide me with valuable experience and benefit my educational goals, I hereby understand and agree to the following:

1. **COVID-19 Protocols**

- a. I acknowledge that I have received and reviewed health and safety information regarding COVID-19. For reference, such information is available at: <https://nmu.edu/safe-on-campus/students>. I agree to follow all health and safety precautions as communicated to me and as otherwise instructed. I will also keep up-to-date with and follow all CDC-recommended protocols for preventing the spread of COVID-19 and will actively monitor my health for symptoms of COVID-19.
- b. **I understand that my NMU practicum point of contact is: _____ who can be notified at _____@nmu.edu. I will notify my point of contact immediately (same day) if I am sick, have a fever or cough or experience other signs of illness or if I test positive for COVID-19 and will cease participation in the Practicum immediately.** I understand that I will not be penalized by NMU for absences at my Practicum if I am ill or am otherwise unable to attend due to COVID-19, provided that I inform my NMU point of contact as soon as I am able.
- c. If I believe that the Practicum site is not following health and safety precautions, including appropriate personal protective equipment (PPE) usage, social distancing or requiring others to self-monitor their health, then I will promptly inform my NMU point of contact. I understand that I will be invited to discuss my options, including possibly stopping my Practicum or seeking an alternative arrangement. I understand that NMU values my health and safety and that I will not be penalized by NMU for making a good faith report about my Practicum site. I understand that NMU will utilize its best efforts to work with me so I can complete my course of studies, despite the COVID-19 pandemic.

2. **Assumption of Risk.** I understand, acknowledge, and agree that certain dangers may be posed by participating in the Practicum, including, but not limited to, the risk of serious injury or death or exposure to diseases, such as COVID-19, and the consequences thereof, including having to self-quarantine or self-isolate if I test positive for or otherwise show symptoms of COVID-19 and having to possibly miss instructional time or other educational opportunities as a result. I understand and appreciate the risks and voluntarily agree to expose myself to such risks, even if they are not presently known or foreseeable, by participating in the Practicum. As such, I assume full responsibility for the risk of bodily injury, death, disease, or any other damage of any nature I sustain while participating in the Practicum, or any activity associated therewith. **I acknowledge and understand that NMU does NOT provide any insurance coverage for my participation in the Practicum or as part of my enrollment at NMU.**

3. **Release.** I further agree on behalf of myself, my heirs, assigns, personal representatives, and next of kin to defend, indemnify, hold harmless, and release NMU and its Board of Trustees, officers, employees, agents, representatives, volunteers, and other NMU students ("NMU Releasees") against any and all harm, injury, damage, liability, claims, demands, actions, or causes of action of any sort,

costs, and expenses of any nature arising from the acts or omissions of the NMU Releasees arising out of or in any way connected or related to the Practicum, including the acts or omissions of other NMU students.

4. **Miscellaneous.**

- a. I understand and agree: (a) that any dispute arising from this Release or the Practicum, between NMU and me, will be governed under Michigan law and must be brought in a court in Marquette County or, alternately, the Michigan court of claims; (b) that even if a court of law finds any provision of this Release unenforceable, the remaining provisions will remain in full force and effect and that this Release will still be construed to make it legally enforceable and within the boundaries of public policy; (c) that this Release represents the complete understanding with NMU concerning the matters set forth in this Release and that this Release supersedes any previous or other understandings I may have had with NMU on the matters covered by this Release, whether written or oral, including any program and student handbook; that NMU's maximum liability for any damages arising from this Release or the Practicum shall be limited to a refund of my tuition paid for the Practicum; and (e) that this Release may not be amended except in a writing signed by NMU's authorized representative and myself.
- b. I have fully informed myself of the contents of this Release and have sought legal counsel, if I so desire, to have my questions answered prior to signing. I understand that I am not required to participate in the Practicum, but I want to do so, despite the possible dangers and risks and despite this Release. Further, I (a) am at least eighteen (18) years of age and am my own legal guardian, and if not, my parent's or legal guardian's signature is below; (b) am fully competent to sign this Release; (c) have no health-related reasons or problems which preclude or restrict my participation in the Practicum; and (d) have adequate health insurance to provide for payment for any medical costs arising from illness or injury to myself.

I ACKNOWLEDGE THAT (A) I HAVE READ (OR HAVE HAD READ TO ME) AND UNDERSTAND EACH AND EVERY PROVISION IN THIS RELEASE; (B) I VOLUNTARILY AGREE WITH, ACCEPT, AND ACKNOWLEDGE EACH PROVISION; AND (c) I AM BOUND BY THIS RELEASE.

Signature of Student or Student's Legal Guardian, if Student is less than 18 years of age

Date