**COVID-19 Fall 2020**

**Learning Experience 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 learning experience as part of my course of studies (the “Learning Experience”). In consideration for being permitted to earn college credit for the Learning Experience, which will provide me with valuable experience, benefit my educational goals, and allow me to maintain my status as an enrolled NMU student, I hereby understand and agree to the following:

1. **COVID-19 Protocols**
   1. I acknowledge that I have received and reviewed health and safety information regarding COVID-19, wearing and removing personal protective equipment properly and self-monitoring for signs and symptoms of COVID-19. For reference, such information is available at: **[insert link to NMU website or CDC website, as desired].** 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.
   2. **I will notify [NMU point of contact] immediately 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 Learning Experience immediately.**
   3. If I believe that the Learning Experience 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 **[NMU point of contact]**. I understand that I will be invited to discuss my options, including possibly stopping my Learning Experience 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 Learning Experience site.
2. **Assumption of Risk**. I understand, acknowledge, and agree that certain dangers may be posed by participating in the Learning Experience, 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 Learning Experience. 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 Learning Experience, or any activity associated therewith. **I acknowledge and understand that NMU does NOT provide any insurance coverage for my participation in the Learning Experience 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 Learning Experience, including the acts or omissions of other NMU students.
4. **Miscellaneous**.
   1. I understand and agree: (a) that any dispute arising from this Release or the Learning Experience, 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 Learning Experience shall be limited to a refund of my tuition paid for the Fall 2020 semester; and (e) that this Release may not be amended except in a writing signed by NMU’s authorized representative and myself.
   2. 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 Learning Experience, 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 Learning Experience; 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**

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