

## **COVID 19 Policy Acknowledgement, Agreement, and Informed Consent**

COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. Though the FDA is currently working to approve COVID-19 vaccines, it is not currently available. COVID-19's highly contagious nature means that being in a communal space with others makes one more susceptible to exposure or transmission of the disease. COVID-19 has been found to passed through droplets, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID- 19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

Aware of the foregoing, I am voluntarily returning to the campus of Franklin Pierce University.

I understand that the University has put in place new safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I agree to comply with such rules and precautions which include, but are not limited to:

- A. A mandated requirement to wear a face shield or face mask whenever on and off campus (in accordance with safest practices), either in groups or individually, with exceptions to wearing my mask only when I am in my assigned residence hall room with only my roommate present, or removing it only temporarily for the purpose of eating or drinking in the dining hall or other appropriate campus locations.
- B. An agreement to minimizing all non essential travel to and from campus during the active school year. Essential travel includes but it not limited to: work, internships, student teaching, interviews, to address family related needs, and grocery shopping or other life need related trip.
- C. If traveling to and from campus, I agree to adhere to all precautionary protocols off campus including the wearing of a face mask, practicing of social distancing when possible, and exercising a heightened attention on avoidance of at risk locations such as bars, movie theatres, indoor restaurants, and off campus housing locations of my

peers or others outside of my family unit.

- D. An agreement to adhere and consent to all related testing and health requirements related to COVID 19 prevention as recommended by Student Health Services and outlined as part of a preventative campus measure. This includes all COVID 19 testing, Flu vaccinations, and other required vaccinations as outline by the University requirement.
- E. A requirement, whenever possible, to practice social distancing of at least 6ft or more.
- F. A requirement to adhere to our COVID expectations prohibiting the invitation of off campus guests to visit campus.
- G. A requirement to limit social gatherings on campus to the distributed maximum number within any University Student Housing space.
- H. A requirement to wear my mask and to be actively involved in maintaining the sanitation of spaces I am in within all of my face to face classrooms, meetings, or activities outside of my assigned residence hall room.
- I. A requirement, if asked by any acting university official, to consent to leaving a space without argument and/or to put on a mask as required as it relates to COVID 19 preventative measures.

I understand that failing to comply with these rules and precautions is a violation of the University's Student Code of Conduct and that failing to comply may subject me to sanctions up to and including removal from campus or suspension from the University. Furthermore, removal from campus or separation from the University as a result of being found in violation of a COVID 19 related expectation or precautionary requirement will void any eligibility for a University account refund.

I understand that the determination of sanctions related to being found responsible for violating one or more of our COVID 19 related expectations and precautionary requirements is at the discretion of the conduct hearing officers, but is likely to include upon a finding of responsibility for a first offense: residential probation and education sanction; upon a finding of responsibility for a second offense: a restriction of privileges and a possible fine of up to \$250; and upon a finding of responsibility of a third offense: a student's removal from campus. First or second offenses of a particularly high-risk behavior, such as a blatant disregard of expectations and safety precautions, an act that provides a heightened risk and threat of transmission or infection to others, or the hosting and attendance at a social gathering, whether alcohol is present or consumed or not, on or off campus in violation of precautionary requirements and expectations, may result in your immediate dismissal and removal from campus if found responsible.

I agree that if I am exhibiting symptoms of acute respiratory illness, a fever of 100.4°F or higher, or signs of a fever, I will remain isolated and self-quarantine until I have been fever-free for 24 hours without the use of medication. In the event the University's rules require me to self-quarantine because of symptoms, or I otherwise determine based on my own judgment or that of a medical professional to self-quarantine, I will notify my emergency contact.

By acknowledging this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at the University to those who may be infected with COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by returning to the campus of University and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.

I understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at the University may result from the actions, omissions, or negligence of myself and others, including, but not limited to, University trustees, employees, agents, contractors, volunteers, and students. I acknowledge that the University is an open campus, which limits the University's ability to control students and visitors on campus. I recognize that the University cannot limit all potential sources of COVID-19 infection. I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with returning to the campus of University and to make an informed assumption of those risks.

By acknowledging this agreement, I also acknowledge that it is my responsibility to supply personal Protective Equipment ("PPE"), Franklin Pierce University will have a limited supply on hand. I understand that I am required to wear certain PPE pursuant to University's policies, rules, and regulations. I understand that the use of PPE does not remove all risks of illness, nor does it make it inherently safe to return to campus. I alone have to determine the sufficiency of any PPE or other precautions that I decide to take to minimize the risks of returning to campus. No party related to University, including any officer, employee, agent, volunteer, or student, has made any representations to me regarding the safety of, or the risks of, returning to campus that I have relied on. I have relied instead on my own judgment as to whether to undertake the risks. I expressly acknowledge that my choice of PPE is at my discretion and that neither the University, nor its officers, employees, agents, volunteers or students has any liability for my choice of PPE.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19, as well as from use of any protective equipment, including facemasks, which the University may voluntarily provide to me. I completely absolve the University, its trustees, officers, employees, agents, and contractors and any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my return to the campus of University. Also, I agree, on behalf of myself, my personal

representatives and heirs, not to make any type of legal or equitable claim on the University, or any of its trustees, officers, employees, agents or contractors with respect to any exposure I may have to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with the University, including fellow students. I further agree that if any such claim is made, I will indemnify and defend the University with respect to any such claim.

I understand that any unauthorized recording, capture, or distribution of online course material outside of designated class activity is a violation of copyright law and can put you in a position of liability and makes you subject to legal action that may be taken by individual faculty, the Rindge Faculty Foundation, and/or the University.

Finally, I understand that I have every right not to agree to the terms listed within this COVID ACKNOWLEDGEMENT, AGREEMENT, and CONSENT document even though refusing to acknowledge my agreement to these terms will result in my full restriction from any of the physical Franklin Pierce University campus locations and any University sponsored or supported event or activity. I may however enroll in other forms of academic engagement as permitted for my course work at the University.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ACKNOWLEDGING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE COMPANY AND THEIR SUCCESSORS AND ASSIGN

*Revised: 12/2020*

