



scan/email back to: studentaffairs@wilmington.edu

COMMUTER STUDENT & VISITOR AGREEMENT

In consideration of being permitted to use the College's facilities and premises ("Premises") or participate in activities sponsored by the College, I, for myself, my heirs, personal representatives and assigns, agree to the following (hereinafter, the "Agreement"):

1. I have read, understand, and agree to comply with the applicable policies, procedures, and protocols, including but not limited to all health and safety protocols, set forth on the College's website, including but not limited to the Return to Campus Guidelines and, for students, the 2020-2021 Student Handbook.
2. I acknowledge that electing to use the College's Premises or participate in activities sponsored by the College includes certain inherent risks of illness and/or injury, including exposure to and illness from infectious diseases such as (without limitation) MRSA, influenza, and COVID-19, regardless of the care taken to avoid such injury and illness. While my adherence to required and recommended health and safety protocols, as well as personal discipline, may reduce this risk, I acknowledge that the risk of serious injury, illness, and death does exist. I also acknowledge that the foregoing is not inclusive of all possible risks associated with the election to use the College's Premises or participate in activities sponsored by the College and agree that the above in no way limits the extent or reach of this Agreement. I acknowledge that my election to use the College's Premises or participate in activities sponsored by the College is strictly voluntary and of my own choosing, and I knowingly assume all such risks, both known and unknown, even if arising from the negligence of the Releasees (as defined below) or others.
3. I release, waive, discharge, hold harmless, and covenant not to sue the College and its respective board members, trustees, agents, advisors, employees, affiliates, volunteers, and representatives (collectively, the "Releasees") from any and all claims, including but not limited to, any claims resulting from property loss, personal injury, accidents, disability, illness, or death arising from or relating in any way to my election to use the College's premises or participate in activities sponsored by the College, whether arising from the negligence of Releasees or otherwise (collectively, the "Released Matters").
4. I agree to indemnify, hold harmless, and defend Releasees from any and all claims, actions, suits, procedures, damages, costs, expenses, damages, and liabilities, including attorneys' fees, and to reimburse Releasees for any such expense incurred in connection with the Released Matters.
5. In the event any portion of this Agreement shall be determined to be unenforceable in law or equity, the same shall not render the remainder of the Agreement or any of the College's policies, procedures, or protocols unenforceable.
6. I represent that I am at least eighteen (18) years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DEATH, OR DAMAGE TO PROPERTY THAT OCCURS AS A RESULT OF MY ELECTION TO USE THE COLLEGE'S PREMISES OR PARTICIPATE IN ACTIVITIES SPONSORED BY THE COLLEGE. I FURTHER UNDERSTAND THAT

THIS AGREEMENT OBLIGATES ME TO HOLD HARMLESS WILMINGTON COLLEGE FOR ANY LIABILITY FOR INJURY, ILLNESS, DEATH, AND DAMAGE TO PROPERTY ARISING OUT OF OR RELATED IN ANY MANNER TO THE RELEASED MATTERS, AND THAT I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY DURESS OR INDUCEMENT.

Student or Visitor Signature: _____

Date:_____

Student or Visitor Name: _____

FOR STUDENTS/PARTICIPANTS OF MINORITY AGE (UNDER 18)

This is to certify that I, as parent/guardian, with legal responsibility for this student, have read and explained the provisions in this Agreement to my child/ward, including the risks of his/her/their election to use the College's Premises or participate in activities sponsored by the College, and his/her/their personal responsibility for adhering to the requirements and recommendations for protection against infectious diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward do knowingly and voluntarily consent and agree to his/her/their release provided above for all the Releasees, and do hereby release and agree to indemnify and hold harmless the Releasees for any and all liabilities and damages arising out of or related in any manner to the Released Matters, even if arising from the negligence of Releasees or others.

Parent Signature: _____

Date:_____

Parent Name: _____

Student or Visitor Name: _____