

**COVID-19 Waiver of Liability, Assumption of Risk, and  
Indemnity Agreement for VISITORS AND VENDORS**

1. The novel coronavirus (“COVID-19”) is a disease that includes several symptoms according to the Centers for Disease Control (“CDC”), such as fever or chills, cough, shortness of breath, nausea, and can lead to death. Currently, no vaccine has been developed for COVID-19. COVID-19 is contagious and means that contact with others, even those who are asymptomatic, or contact with surfaces that have been exposed to the virus, can lead to infection.
2. Aware of the foregoing, I am voluntarily agreeing to enter the property of Merrimack College (the “College”).
3. I am familiar with the CDC guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates and complying with same at all times while on the College’s property.
4. The College is dedicated to providing a safe community to its faculty, staff, students, and visitors. However, I understand that it is impossible for the College to prevent all risk of infection. I acknowledge that the College has done its best to implement recommended CDC, Department of Public Health, federal, state and local guidelines and put in place preventative measures to reduce the spread of COVID-19; however, the College cannot guarantee that I will not become infected with COVID-19.
5. I understand that the College has put in place new policies and protocols in order to mitigate the spread of COVID-19. I have read and agree to abide by the College’s policies and protocols for COVID-19 at all times while on the College’s property.
6. By signing this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risk of exposure in service to the College to those who may be infected with COVID-19. I voluntarily assume full responsibility for the risk that I may be exposed to or infected by COVID-19 by my presence on the property or in service of the College and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.
7. 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 College may result from the actions, omission, or negligence of myself and others, including but not limited to, College trustees, employees, agents, contractors, volunteers, and students. I acknowledge that the College is an open campus, which limits the College’s ability to control students and visitors on campus. I recognize that the College 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 premises of the College and to make an informed decision of those risks.
8. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the releasees or others. For myself and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby release and hold harmless the College, and its past, present, and future officers, directors, trustees, employees, attorneys, and agents, with respect to any and all illness, disability, death or damage to person or property associated with exposure to COVID-19, whether arising from the negligence of releasees or otherwise, to the fullest extent permitted by law. An employee’s right to seek workers compensation benefits will not be affected by this Agreement. I further agree that if any such claim is made, I will indemnify and defend the College with respect to any such claim, with the exception of an employee’s right to seek workers compensation benefits.
9. I have read and fully understand the foregoing Agreement and I am aware that by signing 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 College and its successors and assigns.
10. My signature below indicates that I am at least eighteen (18) years of age and intend to be legally bound by the terms of this Agreement.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Name of Parent/Legal Guardian (if visitor is a minor): \_\_\_\_\_

Parent / Legal Guardian / Visitor signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Day Phone: Area Code and Number: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_