



**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

This waiver is intended for students residing in Residence Halls of Lamar Community College.

In consideration of accessing and using residence halls owned by Lamar Community College, the undersigned [USER] acknowledges, understands, and agrees that while Lamar Community College has taken steps to implement the State of Colorado lawful orders and guidance for institutions of higher education that:

1. Use of Lamar Community College and residence hall space could include possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF Lamar Community College, the State Board for Community Colleges and Occupational Education ("SBCCOE"), and the State of Colorado and assume full responsibility for my participation at and use of Todd Burch Residence Halls, Prowers House, and Kelly Union Cafeteria.
3. I willingly agree to comply with the State health guidelines and requirements in regard to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my participation at or use of residence halls, I will immediately bring such to the attention of Pat Christensen, LCC Coordinator of Residence/Student Life.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, RELEASE, AND HOLD HARMLESS CCCS, THE STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION ("SBCCOE"), AND THE STATE OF COLORADO ("RELEASEES") WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

This waiver shall be governed in accordance with the laws of the State of Colorado, and venue for any action related to this waiver shall be in the City and County of Denver, Colorado. This waiver is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless represented in this agreement in writing.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Electronic Signature Agreement: The parties agree that this agreement may be electronically signed. The parties acknowledge that electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Name:

Signature:

Date:
