

**ASSUMPTION OF RISK, AGREEMENT TO ABIDE BY SAFETY PROTOCOLS,  
WAIVER & RELEASE OF LIABILITY**

Biola University is pleased to be able to allow persons to attend in-person Admissions events (“ACTIVITY”) on its campus. Biola aims to provide as safe an environment as possible for all those who visit its campus. While considerable research and work has gone into developing plans that will minimize the spread of COVID-19 on campus, there are still risks that you need to know and understand. Specifically, those persons attending the ACTIVITY should be aware that:

**Description of Risks**

In electing to participate in the ACTIVITY, I understand, recognize, and have taken into account the following risks:

1. COVID-19 is a highly contagious disease; the Delta variant of COVID-19 is even more contagious and the Omicron variant even more.
2. The numbers of people who have been infected with the COVID-19 virus has increased over the course of the last few months such there has been a significant increase in cases nationwide and in the County of Los Angeles.
3. While there is now a vaccine being distributed to prevent contracting COVID-19, and those who are vaccinated are less likely to contract the virus and less likely to become seriously ill, it is still possible to contract COVID-19 and serious illness and death may still occur.
4. The [Centers for Disease Control and Prevention](#) (CDC) has stated that the virus is thought to spread mainly from person-to-person as follows:
  - Between people who are in close contact with one another (within about 6 feet).
  - Breathing in air when close to an infected person who is exhaling small droplets and particles that contain the virus. These particles and droplets that contain virus land on the eyes, nose or mouth, especially through splashes and sprays like a cough or sneeze. Touching eyes, nose, or mouth with hands that have the virus on them can also cause infection.
  - COVID-19 may be spread by people who are not showing symptoms.
5. COVID-19 can cause severe and lasting health complications, including death.
6. The CDC has indicated that the following are [vulnerable individuals](#) who are at a higher risk for severe illness if they contract COVID-19:
  - People 65 years and older; and
  - People of all ages with an underlying medical condition, particularly if not well controlled, such as the following conditions: chronic lung disease or moderate to severe asthma; serious heart condition; conditions that cause a weakened immune

system making them immunocompromised; severe obesity (body mass index of 40 or higher); diabetes; chronic kidney disease undergoing dialysis; and liver disease. Vulnerable students should discuss any concerns with their healthcare provider to make appropriate decisions about participating in the ACTIVITY.

7. It is currently unknown if recovered persons are definitively immune to SARS-CoV-2 (COVID-19) re-infection because biologic markers of immunity have not been correlated with protection from infection in humans.

**Agreement to Abide by Safety Protocols, Assumption of Risks, Waiver & Release of Liability**

In consideration of my being allowed to attend the ACTIVITY, I (on behalf of myself and my heirs, assigns, legal and personal representatives) acknowledge and agree to the following:

1. I am aware of the existence of the risks outlined above based on my desire to attend the ACTIVITY.
2. I voluntarily choose to attend the ACTIVITY.
3. I voluntarily agree to assume all risks associated with my attendance at the ACTIVITY.
4. I agree to abide by all safety protocols and other rules and regulations that the university establishes and provides/makes available to me and understand that my failure to do so shall be cause for the university revoking my privilege to attend the ACTIVITY.
5. I agree to complete the Symptom Check (attached hereto) within 24 hours of my arrival on campus for the ACTIVITY and understand that my failure to do so shall be cause for the university revoking my privilege to attend the ACTIVITY.
6. I hereby **release, waive, discharge, and covenant not to sue BIOLA UNIVERSITY, INC., its trustees, officers, representatives, agents employees and volunteers (hereinafter, collectively “BIOLA”) from liability and from any and all claims, including but not limited to claims of negligence, for personal injury, illness, or death, including but not limited to illness or injury from COVID-19, arising out of, during or because of my attendance at the ACTIVITY.**
7. I hereby agree to **indemnify and hold harmless BIOLA from any and all claims, demands, actions, or causes of action (including attorneys’ fees and costs) relating to any and all claims, including but not limited to claims of negligence, for personal injury, illness, or death, including but not limited to illness or injury from COVID-19, arising out of, during or because of my attendance at the ACTIVITY.**
8. I understand that this Assumption of Risk, Waiver and Release of Liability and agreement to indemnify is intended to be as broad and inclusive as is permitted by California law and that if any portion thereof is held invalid, I agree that the remaining terms shall continue in full legal force and effect.

By signing this form I acknowledge that: I have read the foregoing Agreement to Abide by Safety Protocols, Assumption of Risks, Waiver & Release of Liability and understand its contents; I am at least 18 years old and fully competent to give my consent; I have been sufficiently informed of the risks involved with regard to attendance at the ACTIVITY; and I give my voluntary consent in signing this Agreement to Abide by Safety Protocols, Assumption of Risks, Waiver & Release of Liability Release Waiver as my own free act and deed.