

Covid-19 Compliance

In connection with the fulfillment of STUDENT's field-based internship or service learning requirements, STUDENT was offered the option of (a) delaying participating a field-based internship during the COVID-19 pandemic; (b) participating in an internship that is exclusively virtual or online; or (c) participating in an internship that is partially or fully conducted onsite at a community partner location.

STUDENT may voluntarily elect to participate in a field-based internship or service learning, partially or fully conducted onsite at a community partner location (hereinafter referred to as the "ACTIVITY"). STUDENT is free to opt out of ACTIVITY at any time and inform the University of that decision.

DISCLOSURES

In electing the ACTIVITY, STUDENT understands, recognizes, and has taken into account the following:

- The ACTIVITY may require and involve direct contact, including physical contact, with patients, or other individuals present at the facility. Virtual or online clinical training does not require or involve such direct contact.
- Since on or about January 2020, there has existed and continues to exist a nationwide pandemic commonly referred to as the COVID-19 pandemic.
- COVID-19 is highly contagious, and capable of widespread person-to-person transmission.
- During the ACTIVITY, STUDENT may come into direct or close contact with patients or other individuals at the facility who have contracted COVID-19 or who might otherwise be contagious.
- During the ACTIVITY, STUDENT may be exposed to and/or contract COVID-19. There is and can be no guarantee that STUDENT will not be exposed to or contract COVID-19 during the ACTIVITY.
- CSUSM makes no representations and can give no assurances about the degree to which STUDENT may be exposed to COVID-19 during the ACTIVITY.
- CSUSM makes no representations and can give no assurances about the risk or probability that STUDENT may contract or transmit COVID-19 during the ACTIVITY.
- CSUSM makes no representations and can give no assurances about the practices, measures or methods employed or adopted by the facility related to the COVID-19 pandemic, or the sufficiency and adequacy of those practices, measures or methods.
- Notwithstanding any practices, measures or methods employed or adopted by the facility, there will still be a risk and possibility of contracting or transmitting COVID-19 during the ACTIVITY.

ASSUMPTION OF RISK

STUDENT is voluntarily participating in the ACTIVITY at this time in order to satisfy degree requirements as expeditiously and quickly as possible, notwithstanding the COVID-19 pandemic.

STUDENT is aware of the risks associated with the pandemic which include, but are not limited to, physical or psychological injury, pain, suffering, illness, temporary or permanent disability, economic or

emotional loss, and/or death. STUDENT understands that these injuries or outcomes may arise from STUDENT's own or other's actions, inaction, or negligence.

STUDENT expressly and without qualification agrees to assume, and does assume, sole responsibility for all risks, known or unknown, relating to the COVID-19 pandemic associated with or attributable to the ACTIVITY.

RELEASE AND PROMISE NOT TO SUE

The term "UNIVERSITY" means and refers to the State of California, the Trustees of the California State University, California State University San Marcos, and each of their employees, officers, directors, volunteers and agents.

In consideration for being allowed to participate in the ACTIVITY, STUDENT (on behalf of STUDENT and STUDENT's next of kin, heirs, and representatives):

(1) **Releases and discharges UNIVERSITY** from any and all actions, claims, causes of action and liability, including claims of negligence, that in any way are related to, based on, or involve the COVID-19 pandemic and the ACTIVITY; and,

(2) **Agrees and promises not to sue or assert** any action, claim, or cause of action against the UNIVERSITY that in any way relates to, is based on, or involves the COVID-19 pandemic and the ACTIVITY.

ACKNOWLEDGEMENTS

STUDENT understands the legal consequences of signing this document, including (a) releasing the UNIVERSITY from liability relating to the ACTIVITY and the COVID-19 pandemic, (b) promising not to bring claims against the UNIVERSITY relating to the ACTIVITY and the COVID-19 pandemic, (c) and assuming sole responsibility for all COVID-19 pandemic risks relating to, arising out of, or associated with the ACTIVITY.

STUDENT understands and acknowledges if STUDENT is exposed to and/or contracts COVID-19 during the course of the field-based internship or service learning activities, STUDENT must report the situation to CSUSM's COVID Case Coordination Team either by 1) completing the [COVID Case Reporting Form](#); 2) sending an email to the Campus COVID Case Coordination Team covidcasereporting@csusm.edu; or 3) leaving a voicemail at (760) 750-7475.

STUDENT understands that this document is written to be as broad and inclusive as legally permitted by and under California law. STUDENT agrees that if any portion is held invalid or unenforceable, STUDENT will continue to be bound by the remaining terms.

STUDENT understands and acknowledges that STUDENT may discuss and review this document with an attorney before signing it.

STUDENT has read and understands this document and is signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to STUDENT.