

COVID-19 RELEASE OF LIABILITY
ASSUMPTION OF RISK AND PROMISE NOT TO SUE

Activity: NURSING STUDENTS -- ONSITE CLINICAL TRAINING

Term of Activity: _____

In connection with the fulfillment of STUDENT's clinical requirement, STUDENT was offered the option of (a) delaying clinical training during the COVID-19 pandemic or (b) clinical training conducted onsite at a health care facility. Clinical training may include caring for patients who have a COVID-19 diagnosis or may have been exposed to another diagnosed with COVID-19.

STUDENT has voluntarily elected to participate in clinical training conducted onsite at a health care facility (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 requires and involves direct contact, including physical contact, with patients, or other individuals present at the facility who may be COVID-19 positive. Virtual or online clinical training does not require or involve such direct contact.

Since in 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.

San Diego State University/College of Health and Human Services makes no representations and can give no assurances about the degree to which STUDENT may be exposed to COVID-19 during the ACTIVITY.

San Diego State University/College of Health and Human Services makes no representations and can give no assurances about the risk or probability that STUDENT may contract or transmit COVID-19 during the ACTIVITY.

San Diego State University/College of Health and Human Services 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

Pursuant to the professional licensing requirements established by the State of California and/or national accreditation/certification standards, STUDENT is required to engage in a specified percentage of clinical hours involving direct patient care. STUDENT is voluntarily participating in the ACTIVITY at this time in order to satisfy that requirement as expeditiously and quickly as possible, notwithstanding the COVID-19 pandemic. SDSU/College of Health & Human Services/School of Nursing will provide additional training on the use of Personal Protective Equipment (PPE). The ACTIVITY site will provide additional PPE as needed to provide appropriate protection to students.

STUDENT is aware of the risks associated with the pandemic, which includes but are not limited to physical or psychological injury, pain, suffering, contagiousness, 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 Diego State University and 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 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.

STUDENT Signature:

STUDENT Name (print):

Date:

[If student is a minor, parent or guardian must also sign.]