

Kansas Wesleyan University
Student Agreement – Spring 2021 Semester

This Student Agreement is required as a condition of enrollment at Kansas Wesleyan University for the Spring 2021 Semester. Please read it carefully. **If your questions about COVID-19 and the Spring 2021 semester are not answered by this document, please contact the Student Development Office directly at 785-833-4329.**

COVID-19 protocols applicable to students

As previously announced, Kansas Wesleyan University plans to have an on-ground collegiate experience in the Spring 2021 semester. Kansas Wesleyan plans to provide a well-rounded collegiate experience, with courses in classrooms, and students living on campus to the extent possible. Kansas Wesleyan is working diligently on a multi-faceted plan to address the possibility of COVID-19 infections in its community, prioritizing the health and safety of its students and employees. However, the risk of COVID-19 cannot be eliminated entirely, and each student's understanding and cooperation is necessary to move forward.

Kansas Wesleyan has instituted a number of measures intended to reduce the transmission of communicable diseases, including the virus that causes COVID-19. Those protocols include adhering to federal and state mandates for self-quarantine and isolation, where applicable; requiring the wearing of face coverings; heightened cleaning and sanitation protocols; encouraging social distancing and good hygiene, including the provision of hand sanitizer for students' use. These protocols are set out in detail here: <https://www.kwu.edu/coronavirus>. Your signature below is your agreement to adhere to these health and safety measures for your own safety and the safety of others.

Risk of COVID-19 infection

COVID-19 infections have been confirmed throughout the United States, including in Kansas. According to the Centers for Disease Control ("CDC"), the virus that causes COVID-19 spreads mainly from person to person, primarily through respiratory droplets from coughs or sneezes. Spread is more likely when people are in close contact with one another (within about 6 feet). COVID-19 spreads easily and sustainably in a community, and being in group settings can increase the risk of contracting the virus. The virus can be serious and lead to health complications and death. All students must exercise reasonable care to safeguard themselves and others with whom they come in contact at Kansas Wesleyan.

Agreement to restrict sick or self-quarantining individuals

The undersigned Student understands and agrees that it is necessary for the safety and welfare of all Kansas Wesleyan constituents to restrict students from engaging in certain group activities, such as attending classes and events on campus, while they are sick or are subject to self-quarantine or isolation orders or directives. Student understands that he or she may be removed from, or prohibited from entering campus facilities (except those designated for housing of COVID-19 positive students) while he or she:

- is sick, including when he or she has tested positive for COVID-19 and has not yet received two negative tests;

- is experiencing symptoms of COVID-19, as identified on the CDC website (including fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea);
- lives with a person who has tested positive for COVID-19, is suspected to have COVID-19, or is experiencing COVID-19 symptoms;
- is subject to a self-quarantine or isolation directive from a health care provider; and/or
- is subject to Kansas Department of Health and Environment ("KDHE") travel-related quarantine mandates, which are updated from time-to-time on the KDHE website.

In the event that Student learns that he or she is in one of the categories above, Student shall contact Dr. Lonnie Booker at lonnie.booker@kwu.edu and Dan O'Connell at daniel.o'connell@kwu.edu.

Assumption of risk

Undersigned Student is electing to enroll at Kansas Wesleyan and to engage in campus activities voluntarily and at his or her sole risk. Student agrees that he or she assumes the risk of being exposed to or infected with the virus that causes COVID-19, whether it is alleged to have resulted from the negligence of Kansas Wesleyan or others.

Refunds

Undersigned Student acknowledges and agrees that should Kansas Wesleyan choose to suspend, interrupt, or alter its operations (including by moving in-person events to online forums) due to acts of God, war, epidemic, disaster, civil disorder, government mandate (either legislative or regulatory), or any concern related to COVID-19 or any other virus or public health issue, it reserves the right to determine the amount of tuition, fees, room, or board to be refunded, using whatever criteria it deems appropriate, or to refund no amount at all in its sole discretion.

Release and waiver of liability

The undersigned Student releases, waives, and discharges Kansas Wesleyan University, its board of trustees, directors, officers, employees, volunteers, insurers, and/or agents from any and all liability to Student, and covenants not to sue or assert a legal claim against Kansas Wesleyan University or other released parties for any loss, damage, injury or costs on account of injury, illness, death or other consequences relating to COVID-19 infection, related illness or complications, whether or not caused by the negligence, active or passive, of Kansas Wesleyan University.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE, FULLY UNDERSTAND ITS CONTENTS, AND HAVE AUTHORITY TO SIGN IT.

Kansas Wesleyan University Student:

Print Name _____

Signature _____

Date _____