

Dining Release of Liability

By proceeding, you are acknowledging and agreeing to the following:

I understand that when the University of Cincinnati (“University”) begins the Summer 2021 semester, it will implement measures to promote socially distant dining and expanded take-out options. I also understand that, due to the evolving nature of the COVID-19 pandemic, or some other public health crisis, it may be necessary for the University to issue further rules and/or implement additional measures to change, modify, or alter its response to the COVID-19 pandemic, or another public health crisis, which may impact my dining options. By choosing to purchase a meal plan from the University, I understand and agree that the University may implement additional measures, at its sole discretion, that may result in changes in the manner or availability of dining services, including but not limited to, the availability of dine-in options, changes to hours of operation, closure of locations, and changes to menu items. I also acknowledge that any such changes are for my personal safety and the safety of the Bearcat community.

I understand that by choosing to be present on campus, engage in campus activities, attend classes, and access campus facilities and resources, I may be exposed to COVID-19 and other infections. I understand that despite all efforts on the part of the University, I can still contract COVID-19 or other infections. To reduce my risk, I agree to comply with all University rules, regulations, guidelines and policies, as well as local, state and federal guidelines, which may change from time-to-time in response to the COVID-19 pandemic.

I agree to comply with all current and future safety precautions established by the University. [Current safety protocols](#) can be found and will be updated periodically on the University's [Public Health](#) website. In the event of a conflict between the above Addendum and the University of Cincinnati 2020-2021 Dining Agreement, this Addendum will apply.

I acknowledge that while the University has implemented measures intended to minimize the likelihood of contracting COVID-19, I can never be fully shielded from any and all risks of illness presented by COVID-19 or other communicable diseases.

ASSUMPTION OF THE RISK

I understand that my choosing to purchase University provided dining services may present certain known and unknown risks to my personal health, safety, and well-being and I knowingly agree to accept those risks. I acknowledge that while the University has implemented measures intended to minimize the likelihood of contracting COVID-19, or another infection, I can never be fully shielded from any and all risks of illness presented by COVID-19 or other communicable diseases. I understand that even if I follow recommended safety precautions, that I may still become exposed to, infected with, or transmit COVID-19 or other communicable diseases to others.

WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER LAW, AND IN CONSIDERATION OF THE OPPORTUNITY TO RESIDE IN UNIVERSITY HOUSING, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO ASSERT ANY LEGAL OR EQUITABLE CLAIM AGAINST THE UNIVERSITY AND ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS ("RELEASEES"); I FURTHER AGREE TO RELEASE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY HARM, INJURY, DAMAGE, CLAIMS, DEMANDS OF ANY KIND, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES THAT I MAY HAVE OR THAT HEREAFTER MAY ACCRUE TO ME, ARISING OUT OF ANY LOSS, DAMAGE, INJURY, OR ILLNESS, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, WHETHER CAUSED BY THE NEGLIGENCE, MISFEASANCE, OR NONFEASANCE OF RELEASEES OR OTHERWISE WHILE ENGAGED IN ANY ACTIVITY OR PROGRAM OFFERED BY THE UNIVERSITY. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS SAID PARTIES FROM ALL CLAIMS HEREAFTER MADE BY ME OR MY SPOUSE OR ON MY BEHALF BY MY PARENTS, GUARDIANS, SPOUSE, HEIRS, EXECUTORS, OR ASSIGNS.