



# HARVARD MOCK TRIAL ASSOCIATION

Angela R. Mathew  
High School  
Seminar Program  
2022

## **In-Person Program Liability Waiver**

While participating in events held or sponsored by the Harvard Mock Trial Association (“HMTA”), including the Angela R. Mathew Harvard Mock Trial High School Seminar Program (“Seminars”), consistent with Harvard University, Boston, Massachusetts state, and CDC guidelines, participants are encouraged to practice hand hygiene, “social distancing” and wear face coverings to reduce the risks of exposure to COVID-19. All individuals in attendance are also required to submit proof of vaccination prior to their visit unless otherwise informed by HMTA or Seminars directors. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, HMTA has put in place preventative measures to reduce the spread of COVID-19. However, HMTA cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in HMTA events and/or other face to face programming. By attending an HMTA/Seminars event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

## **DUTY TO SELF-MONITOR:**

All participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, **contact directors of HMTA and/or Seminars at [harvardmockseminars@gmail.com](mailto:harvardmockseminars@gmail.com)** if he/she experiences symptoms of COVID-19 **within 14 days before or after** participating in or attending Seminars, as well as **at any point during the Seminar Program**.

## **LIABILITY WAIVER AND RELEASE OF CLAIMS:**

I acknowledge that I willingly engage in Seminars and any HMTA programming associated with the program.

### **1. ACKNOWLEDGEMENTS OF COVID-19 & OTHER RISKS. Releasor fully understands that:**

(a) the novel coronavirus SARS- CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19" ) is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present;

(b) no health and safety policies, assessments, precautions and/or protocols that will be implemented at and for Harvard University and HMTA by University, local, state and federal governmental agencies, and/or by HMTA officials, directors, and affiliates, and/or third parties, can eliminate the risk of exposure to COVID-19;

(c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to the Center for Disease Control and Prevention (CDC) and other public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Holder's spouse, family members, and other persons in proximity to Holder; and

(d) exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless

of age or health condition at the time of exposure and/or infection.

**2. RELEASE OF FINANCIAL LIABILITY.** Under the terms of this Release and sufficiency of which is hereby acknowledged, the Releasor (participant in Seminars, and all related persons) hereby releases and forever discharges the Releasee (Members and Affiliates of HMTA and/or Seminars) of liability for coverage or repayment of any fees (including, but not limited to, cancellation or change fees for travel, transportation, or lodging) that may be accrued due to changes in health, safety, or emergency conditions. These conditions may include, but are not limited to adaption to a fully virtual Seminars due to:

- a) changes in policies or guidance by Harvard University, Boston, Massachusetts state, or the CDC;
- b) an inordinately high risk of exposure to communicable diseases (including COVID-19 and related variants and viruses), as determined by the University or Members and Affiliates of HMTA;
- c) Decisions made at the discretion of any involved party, including participants, chaperones, related persons, or Members and Affiliates of HMTA and Seminars

**3. ASSUMPTION OF RESPONSIBILITY FOR UNIVERSITY PROPERTY.** Releasor, on behalf of itself and related persons, hereby fully understands and knowingly, voluntarily, and irrevocably assumes all risks, hazards, and dangers related to use and possession of any property of the University, Seminars, or HMTA. Any and all technological devices, appliances, furniture, and possessions of the University loaned to the Releasor and its agents during participation in Seminars must be returned in the same condition, unless otherwise indicated by Seminars Directors or Members and Affiliates of HMTA. Any property that is unaccounted for or damaged will be billed to the Releasor at a cost determined by the owner of the property (the University).

**4. ASSUMPTION OF RISKS, HAZARDS AND DANGERS.** RELEASOR, ON BEHALF OF ITSELF AND RELATED PERSONS, HEREBY FULLY UNDERSTANDS AND KNOWINGLY, VOLUNTARILY AND IRREVOCABLY, ASSUMES ALL RISKS, HAZARDS AND DANGERS RELATED TO ENTRY INTO, AND PRESENCE IN, AT AND AROUND THE UNIVERSITY/SEMINARS PROGRAM, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO COMMUNICABLE DISEASES (INCLUDING, WITHOUT LIMITATION, COVID-19), VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSE THEREOF, SICKNESS, PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH

EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF HOLDER, ANY OF THE RELEASED PARTIES (PAST OFFICERS, MEMBERS, OR AFFILIATES OF HMTA AND/OR SEMINARS), OR OTHER THIRD PARTIES, WHETHER OCCURRING BEFORE, DURING OR AFTER THE EVENT, HOWEVER CAUSED AND WHETHER INSIDE OR OUTSIDE OF THE UNIVERSITY/SEMINARS PROGRAM. RELEASOR HEREBY ACCEPTS PERSONAL RESPONSIBILITY FOR ITS VOLUNTARY PARTICIPATION IN/AT THE EVENT. RELEASOR HEREBY ASSUMES, ON BEHALF OF ITSELF AND RELATED PERSONS, ALL RESPONSIBILITY OF CLAIMS AND POTENTIAL CLAIMS RELATING TO THE RISK, HAZARDS AND DANGERS DESCRIBED IN THIS AGREEMENT.

**By signing below, I acknowledge that I have read and understand this document, and agree to be bound by all terms.**

**Student Signature:**

**Date:**

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**Parent or Guardian Signature (students under 18yrs. old):**

**Date:**

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**Chaperone / School-Affiliate Signature:**

**Date:**

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