



**ADULT COVID VACCINATION RELEASE, WAIVER
AND INDEMNIFICATION AGREEMENT
FOR SAINT LEO UNIVERSITY**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is currently no known treatment, cure, or Food and Drug Administration (FDA)-approved vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Due to the severity of risks posed by COVID-19, the FDA has issued an Emergency Use Authorization (EUA) of the Moderna COVID-19 vaccine for individuals 18 years of age and older that may prevent COVID-19. Although clinical trials of the Moderna COVID-19 vaccine have been shown to prevent COVID-19 following 2 doses given 1 month apart, the duration of protection against COVID-19 is currently unknown. In addition, as with any vaccine, there are risks that the COVID-19 vaccine could be accompanied by side effects including but not limited to, injection site reactions, pain, tenderness and swelling of the lymph nodes in the same arm of the injection, swelling (hardness), redness, fatigue, headache, muscle pain, joint pain, chills, nausea and vomiting, and fever. There is also a remote chance that the Moderna COVID-19 vaccine could cause a severe allergic reaction which can include, but not limited to, difficulty breathing, swelling of your face and throat, fast heartbeat, body rash, dizziness and weakness.

Due to the risk of contracting COVID-19, I, _____, have *voluntarily* chosen to request and obtain the Moderna COVID-19 vaccination, which is being distributed by Saint Leo University. I understand and acknowledge that the Moderna COVID-19 vaccination is not currently required by Saint Leo University either for purposes of continued employment or scholastic attendance.



ASSUMPTION OF RISK: I have read and understood the above warning concerning the Moderna COVID-19 vaccination. I, _____ assume all risks of requesting the vaccination, including the potential contracting of COVID-19 while attending or being present at the COVID-19 vaccination location, in order to obtain the Moderna COVID-19 vaccination being distributed at and by Saint Leo University. The receipt and obtainment of the Moderna COVID-19 vaccination is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19, and the potential risk of having side effects due to the vaccine, I _____ understand that the responsibility to comply with CDC and Florida Department of Health Guidelines is the individual responsibility of the releasor and not Saint Leo University. I thereby agree to report any side effects, and notify 911 of any allergic reaction immediately becoming aware of any potential allergy to the Moderna COVID-19 vaccination. I further understand that the Moderna COVID-19 vaccine is a 2-shot vaccination program and understand and agree that the responsibility to obtain a second shot remains my personal obligation and not that of Saint Leo University. I further understand that Saint Leo University may not be provided sufficient or subsequent quantities of the Moderna COVID-19 vaccination in order to obtain the 2nd vaccination shot from Saint Leo, and understand that the obligation to obtain the subsequent vaccination shot is my obligation.

I certify that I am: (a) the patient and at least 18 years of age; (b) the legal guardian of the patient and confirm that the patient is at least 18 years of age; or (c) authorized to consent for vaccination for the patient named above. Further, I hereby give my consent to Saint Leo University or its agents to administer the COVID-19 vaccine.

I understand that it is not possible to predict all possible side effects or complications associated with receiving vaccine(s). I understand the risks and benefits associated with the above vaccine and have received, read and/or had explained to me the Emergency Use Authorization Fact Sheet on the COVID-19 vaccine I have elected to receive. I also acknowledge that I have had a chance to ask questions and that such questions were answered to my satisfaction.



I acknowledge that I have been advised to remain near the vaccination location for approximately 15 minutes after administration for observation. If I experience a severe reaction, I will call 9-1-1 or go to the nearest hospital.

WAIVER OF LAWSUIT/LIABILITY: I _____ do hereby waive, release and agree to indemnify and hold harmless Saint Leo University, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants on behalf of myself, my heirs, assigns, representatives, or any other individual acting on my or my estate's behalf, for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising in whole or in part from the negligence of Saint Leo University, its agents or employees and sponsors or activity supervisors, and which includes, but is not limited to, my potential exposure, infection, to COVID-19, or suffering a reaction to the Moderna COVID-19 vaccine. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of Saint Leo University providing a distribution point for obtaining the Moderna COVID-19 vaccine. I, freely and voluntarily assume all risk of loss or injury arising, in whole or in part, from my participation in the activity whether due to my negligence, or the negligence or intentional acts of others in connection with exposure, infection, or side effects from obtaining the COVID-19 vaccine. I acknowledge that, absent this Release and indemnification, Saint Leo University would not have offered me access to the Moderna COVID-19 vaccine because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free.



By signing this waiver, I, on behalf of myself, my heirs and personal representatives further agree to defend and indemnify Saint Leo University, its employees, Board Members, agents and representatives from any and all claims for damages which may result, in whole or in part, from any and all acts or omissions, including (active or passive) negligence by myself or anyone acting on my behalf, or by an employee of Saint Leo University.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (printed): _____

SIGNED THIS ____ DAY OF _____, 2021.

Signed in the presence of the following witnesses:
