Middle Tennessee State University

Addendum to Terms and Conditions of the 2021-22 Housing License Agreement

Middle Tennessee State University aims to deliver its mission while maximizing the health and safety of all of our students. As a MTSU Housing resident, the 2019 Novel Coronavirus or similar public health crisis (“COVID-19”) may impact your housing experience as MTSU Housing continues to make public health-informed decisions. Therefore, all residents who choose to live on campus for Academic Year 2021-22 (“AY 2021-22”) must agree to the following health and safety requirements. Failure to do so will be deemed in violation of the Agreement and such violation may result in termination of the Agreement or discipline, up to and including suspension or expulsion.

✓ Assumption of Risks. Residential Student (“Resident”) acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that, despite the good faith efforts by MTSU to implement appropriate safety and risk mitigation measures then in effect as recommended or required by federal, state, or local governmental entities:

• Resident may be exposed to and/or infected by COVID-19 by living in student housing, that such exposure and/or infection may result in serious illness, permanent disability, and/or death.
• Resident further acknowledges and voluntarily assumes the risks that such exposure and/or infection may result from the actions, omissions, or negligence of Resident or others.
• Resident agrees that they are responsible for their own safety and actions during AY 2021-22 while on campus and living in on-campus residential facilities.
• Depending on the current health situation, visitation may be suspended at any time to help protect the residents of the buildings/apartments. Similarly, depending on the current health situation, visitation may be expanded if social distancing measures are relaxed.

✓ Health and Safety. Resident must take measures to reduce the spread of COVID-19, which include:

• Washing hands often with soap and water for at least 20 seconds.
• Using hand sanitizer if soap/water is not available.
• Avoiding touching eyes, nose, or mouth.
• Avoiding contact with people who are sick.
• Staying in your room or apartment if you are sick and avoid close contact with others.
• Covering your mouth and nose with your elbow or a tissue when coughing or sneezing, and immediately dispose of the used tissue.

✓ Self-Quarantine/Self-Isolation. At any time, the University may request or require Resident to vacate their assigned living space when Resident’s continued presence in the housing community poses a health and safety risk for community members. Resident must comply with requests from Housing or Student Health Services to vacate their assigned living space due to COVID-19. If Resident is instructed to leave their current assignment, Resident may return to their permanent home address or Housing will relocate them to another space on campus reserved for self-quarantine/self-isolation. If Resident is directed to self-isolate or self-quarantine, Resident must do so until Student Health Services deems it appropriate for Resident to end isolation and resume normal activities. If Resident is required to self-isolate/self-quarantine, Resident must have NO human contact with ANYONE, including family, friends,
other residents, and going out in public. Meal delivery will be coordinated for Resident if they are placed in self-isolation/self-quarantine.

Students who are fully vaccinated, as determined by Student Health Services, and not exhibiting symptoms, as confirmed by Student Health Services, may not be required to quarantine.

✓ **Signs/Symptoms.** If Resident develops signs or symptoms of COVID-19 as enumerated by the CDC [https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html](https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), they must contact Student Health Services (615-898-2988) within one (1) business day and self-isolate. Self-isolation means NO human contact with ANYONE, including family, friends, and especially going out into the public. Remember, if your symptoms are mild this does not mean you cannot spread the virus to someone else and put others at severe risk.

✓ **Release and Waiver.** In consideration of acceptance of student housing and with full awareness, appreciation, and acceptance of the risks involved as set forth above, Resident does hereby release, waive, discharge, and covenant not to sue the University, its directors, officers, employees, and agents from liability for any and all claims, actions, damages, costs, or expenses of any nature and kind including attorney fees (“Claims”), whether in tort, contract or otherwise, arising out of or related to COVID-19, including, but not limited to potential exposure to or transmission of the virus, and/or violation of any federal, state, or local governmental guidelines, regulations, or laws as it pertains to same. This release and waiver is absolute and unconditional, and applies whether or not Resident has knowledge of any potential cause of action for such Claims. This release and waiver additionally applies to Resident’s heirs, legal representatives, successors, and assigns claiming under them. This release and waiver includes any Claims based on the actions, omissions, or negligence of the University, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation by Resident in the Fall 2021 semester or in any subsequent semester.

✓ **Miscellaneous I:** Resident agrees to comply with all University policies, rules, regulations, conditions, and financial terms of the University, including, but not limited to, all public health requirements related to COVID-19 issued by federal, state, and local authorities as they may be updated from time to time.

✓ **Miscellaneous II:** Resident acknowledges and agrees that if the campus must close and the method of instruction for all classes is converted to online learning, student housing and meal program fees and other University fees may be prorated and processed as a credit to Resident’s account as of the date such programs and/or services close.

✓ **Acknowledgement of Understanding.** Resident acknowledges, represents, and agrees that they have read this Addendum, fully understands its terms, and understands that they are relinquishing substantial rights, including the right to sue. Resident confirms that they are signing this Agreement freely and voluntarily and intends their signature below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand that the operation of student housing is subject to change based on evolving public health considerations and I agree to all terms and conditions of the Housing License Agreement Addendum.