COVID-19 is an extremely contagious and potentially deadly virus for which there is presently no known cure or vaccine. The virus is spreading globally at pandemic levels, including within the United States. Government authorities forecast major disruptions to every sector of the economy, including higher education, that may result from the pandemic itself or from legal and political containment and response measures. Those disruptions may make it difficult, impracticable, or impossible for the University to continue offering services, particularly housing-related services, at the levels specified in the University’s agreement with the Student and/or to which Student may have come to expect. Accordingly, the University is encouraging students to vacate the residence halls and apartments (hereafter collectively referred to as the “residence halls”). Student is requesting special permission to stay in the residence halls. The University will allow Student to remain in the residence halls, provided that the Parties agree to certain adjustments to the Campus Housing Terms and Conditions (the “Agreement”).

THEREFORE, in consideration of the University’s agreement for Student to remain in the residence halls, and for the mutual covenants and promises contained herein, and for other consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Except as specifically modified herein, the Agreement shall remain in full force and effect as written.

2. Assumption of Risk. Student hereby understands acknowledges, and accepts all risks and hazards, whether known or unknown, foreseeable or unforeseeable, associated with Student’s decision to remain in the residence halls against the University’s recommendations, which may include, without limitation:

2.1. The risk of injury (potentially serious bodily injury and death) or loss/damage to Student’s person or property that may result directly or indirectly from COVID-19, or from government-directed containment measures, or from reduced levels of staffing at the University and its partners and affiliates.

2.2. The risk that governmental authorities may require the University to close the residence halls.

2.3. The risk of reduced service levels that may result from the unavailability of personnel, goods and equipment, and demands placed on the University’s other resources in the following areas (without limitation): facilities, maintenance, parking, and custodial services; on-campus food and beverage services; on-campus services in the areas of student services (resident assistants and housing professionals, counselors and advisors, and student conduct personnel), and emergency response times by the University’s police and non-University first responders.

2.4. The increased risk of infection that may result from living in community housing during the pandemic. The University may have a very limited ability to provide separate facilities for
quarantine / self-isolation of residential students who choose to remain in the residence halls. 
Student understands that other students in the residence halls may be self-isolating 
in close proximity to Student, potentially for an extended period of time.

3. Waiver and Release of Claims. Student, individually and on behalf of Student’s successors, heirs, 
assigns, and personal representatives, hereby knowingly and voluntarily waives, releases, remises, 
and forever discharges, indemnifies, and holds harmless, to the full extent permitted by law, the 
state of Ohio and Wright State University, together with their respective trustees, elected and 
appointed officers and officials, agents, employees, affiliates and subsidiaries, insurers, attorneys, 
and other representatives (collectively the “Indemnified Parties”) from any and all claims, actions, 
causes of action, demands, rights, damages, costs, loss of services, expenses, charges, judgments, 
exections, and other actions of whatever type and character—but particularly including without 
limitation those that touch upon Student’s election to remain in the University’s residence halls 
against the advice and recommendation of governmental authorities and the University’s 
administration—whether the same are vested or contingent, definite or inchoate, individual or 
derivative, presently in existence or accruing hereafter, from the beginning of time through and 
including the day on which Student moves out of the University’s residence halls (collectively a 
“Claim”).

4. Indemnification. Student, individually and on behalf of student’s successors, heirs, assigns, and 
personal representatives, does hereby indemnify each of the Indemnified Parties against any 
Claims.

5. University Commitments.

5.1. Subject to the provisions of the Agreement, and as modified by this Amendment, the 
University will permit the Student to reside in an assigned unit in the University’s residence 
halls until the end of the current academic term (provided that government authorities permit 
the same to remain open).

5.2. Welfare Checks. The University will perform periodic welfare checks of students in the 
University’s residence halls. The checks will consist of telephone calls, texts, or emails to 
determine whether the student is well. When the University determines that it is reasonable, 
and if resources and personnel permit, the University may conduct in-person checks from 
time to time.

5.3. Priority Check-Out. At the end of the Term, students who execute this Amendment shall be 
entitled to priority check-out from the residence halls.

6. Student Commitments. Student agrees:

6.1. To comply with all directives of federal, state, and local authorities, particularly including the 
self-isolation guidance from the Centers for Disease Control and the Greene County Health 
Department.

6.2. To comply with all applicable standards of conduct, whether the same are imposed by rule, 
law, regulation, policy, or otherwise, and particularly including (without limitation) the Revised 
Campus Housing Policies for Extended Stay Residents.
6.3. Student hereby acknowledges and agrees that the University may immediately remove Student from the residence halls if Student fails to comply with applicable quarantine, self-isolation, or other containment directives, or if Student engages in conduct that the University, in its sole and absolute discretion, deems a health hazard to others in the residence halls. In the case of removal, the University shall have the right without prior notice to re-assign Student to a different unit in the residence halls and/or to a hotel, and Student agrees to promptly reimburse the University for all expenses incurred as a result thereof, hotel charges, attorney fees, and any costs of collection.

7. Any dispute arising under the Agreement or this Amendment shall be determined exclusively in accordance with the internal laws of the state of Ohio, and litigated, if at all, exclusively in the Ohio Court of Claims.

WHEREFORE, the foregoing is agreed:

__________________________________
Student Signature

__________________________________
Student Printed Name

__________________________________
Dated