



Student Enrollment Waiver 2020-2021 Academic Year

This addendum was created to respond to the impact of COVID-19¹ on living and learning at Stonehill for the 2020-2021 academic year. This document is a waiver and acknowledgement form.²

The document is for both students who intend to live on campus and take classes and students who intend to live off campus and take classes on campus. Students who fit into these two categories must agree to the terms in this document.

This document is meant to modify previous rules, promises, and expectations set by the College. If any information contained in this Addendum conflicts with or contradicts any other previous College documentation or information, this Addendum now applies.

This form must be signed and submitted by August 17*, 2020. Students wishing to change their enrollment or residential status prior to August 24, 2020 are entitled to a full refund (less any housing deposit). Students who make this decision after August 24, 2020 are eligible for a refund based on the College's [standard withdrawal schedule](#).

If the College is required by government, public health, or similar action to close the residence halls after the start of classes, students will receive a pro-rated room and meal plan refund (less any housing deposit, room and board overhead, and residential expenses related to COVID-19 mitigation). A student's acceptance of the refund shall be considered the full and reasonable remedy for the College having to close those facilities.

The College's current Academic Catalog (the *Hill Book*) reminds students that "the College reserves the right to make changes to or cancel any scheduled course offerings. Every attempt will be made to ensure that students can fulfill their programs of study in a timely manner... [The] College assumes no liability for the delay or failure in providing educational or other services or facilities due

to causes beyond its reasonable control. Causes include, but are not limited to, power failure, fire, strikes by College employees or others, damage by natural elements, and acts of public authorities. The College will, however, exert reasonable efforts, when it judges them to be appropriate, to provide comparable services, facilities, or performance; but its inability or failure to do so shall not subject the College to liability."

As such, the College may modify course delivery before or after the academic year starts. For example, some classes originally scheduled to be taught in an on-campus classroom may move to remote instruction. This may be a result of responding to safety and health concerns related to the COVID-19 pandemic or any other similar situations. Such actions will be taken in order to ensure timely fulfillment of the course of study. By signing this Addendum, students are acknowledging that they understand that this type of modification constitutes reasonable efforts on the part of the College to provide comparable educational services.

Students understand that COVID-19 is contagious and believed to spread mainly from person-to-person contact. While Stonehill College has put in place reasonable preventative measures to reduce the spread of COVID-19 throughout its campus, the College cannot guarantee that by using campus facilities, living in residence halls, and attending classes, students will not become infected with COVID-19.

In signing this Addendum, students understand the risks involved, which may include severe injury and death. Students are asked to think about their own physical health condition and personal risk when making decisions. Students agree not to hold Stonehill legally responsible if they are exposed to or contract COVID-19 unless it is the result of the College's willful misconduct.³ By signing, you agree that you have read the document, understand what it says, and agree to its contents.

This form will be signed via electronic signature on the Stonehill College MyHill Web Portal (via an online Microsoft Form). If you prefer a paper form to sign please contact the Office of Student Affairs at 508-565-1363.**

* In the original document posted online there was a scrivener's error listing the date as 8/5/20.

** A clarification was added on 8/11/20 to confirm that the e-signature was on an MS-Form. Students wishing to verify submission may speak to Residence Life during move in or contact Student Affairs at x1363.

¹ When the term COVID-19 is used, we are referring to the disease identified as severe acute respiratory syndrome coronavirus 2 and the health conditions it causes through contraction of the coronavirus.

² In signing this form, the student is confirming that they have read the document, understand what it covers, and that they are giving up certain rights, including legal rights.

³ In agreeing not to hold Stonehill legally or financially responsible if exposed to or in contracting COVID-19 unless it is the result of the College's willful misconduct, the student is agreeing to hold harmless the College, its employees, agents, trustees, and representatives, of and from any claims, including all liabilities,

claims, actions, damages, costs or expenses of any kind arising out of or relating to the student's participation in the College's academic or residential programs. Additionally, the student (or anyone representing student) agrees that student will not hold the College responsible or sue the College if there is a failure or delay by Stonehill to perform academic or residential obligations under this Addendum because COVID-19 or another reason has made it impossible beyond the reasonable control of the College to do so. Such circumstances could include a natural disaster or acts of God; acts of terrorism; labor disputes; war; government acts or orders; epidemics/ pandemics; quarantines; or government-declared emergencies; or any other cause beyond the College's reasonable control. These types of events are sometimes referred to as "force majeure" reasons.