# **FAVOR & COMPANY MODEL**

# **ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT**

# ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT

(CONTRACTOR TO CHAPTER)

[insert legal name of Contractor] (“**Contractor**”), having been engaged to perform services for an event of [insert name of Chapter here] (the “**Chapter**”) of [insert legal name of general fraternity here] (the “**Fraternity**”) hereby agrees with Fraternity that none of:

1. the Fraternity;
2. the Chapter; nor

(C) any officer, director, member, or employee of any of the Fraternity or the Chapter (together the “**Released Parties**”) will be liable to Contractor for, and Contractor expressly assumes the risk of and waives any and all claims Contractor may have against any Released Party with respect to:

1. any and all damage to property or injury to persons in, upon, or about the Chapter event, caused by, arising out of, or in any way resulting from any act, error, or omission (except for the reckless or intentional conduct of Released Party);
2. any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from a condition in, upon, or about the Chapter event due to:
	1. unsanitary conditions in, upon, or about the Chapter event, regardless of cause or origin;
	2. the presence of substances which are or may become hazardous;
	3. the presence of any virus, bacterium, communicable disease, parasite, or other organism or any variation thereof, including, without limitation, the COVID-19 virus or any mutation thereof, whether such condition is the result of an act, error, or omission of a Released Party, negligent or otherwise;
3. any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from an act, error, or omission of other persons in, upon, or about the Chapter event, or which damage or injury is caused by, arises out of, or results from by quasi-public work;
4. any damage to property entrusted to employees or independent contractors of any Released Party; and
5. any loss of or damage to property by theft or any other cause.

Contractor agrees that Contractor will obey all instructions, directives, and orders of all local, state, province, and federal governments, including all agencies thereof, concerning any virus, bacterium, parasite, or other organism or any variation thereof, including, without limitation, the COVID-19 virus.

Contractor shall defend, indemnify, and hold harmless all Released Parties from any claim brought against any Released Party for any claim arising out of or in any way related to those circumstances waived by Contractor pursuant to this Agreement, whether such claim is brought by Contractor, on behalf of Contractor, or by third parties.

Contractor agrees to obtain and deliver to House Corporation a fully executed Exhibit A for each employee or subcontractor who will be performing services for the Chapter event prior to that individual beginning to perform services for the Chapter event.

Contractor’s waiver, duty to defend, indemnify, and hold harmless Released Parties shall apply to any act, error, or omission occurring at any time during the entire time that Contractor is performing services for the Chapter event and shall survive the termination of the Contractor’s services at the Chapter event in the event a claim is made after the Contractor is no longer performing services for the Chapter event.

###### CONTRACTOR

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Accepted this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_

[insert legal name of the Fraternity here]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

# ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT

(EMPLOYEE OF CONTRACTOR TO CHAPTER)

[insert legal name of employee of contractor] (“**Employee of Contractor**”), as a material part of the permission granted to [insert contractor legal name] (the “**Contractor**”) to perform services for an event of [insert name of Chapter here] (the “**Chapter**”) of [insert legal name of general fraternity here] (the “**Fraternity**”) hereby agrees with Fraternity that none of:

(A) the Fraternity;

(B) the Chapter; nor

(D) any officer, director, member, or employee of any of the Fraternity or the Chapter (together the “**Released Parties**”) will be liable to Employee of Contractor for, and Employee of Contractor expressly assumes the risk of and waives any and all claims Employee of Contractor may have against any Released Party with respect to:

1. any and all damage to property or injury to persons in, upon, or about the Chapter event, caused by, arising out of, or in any way resulting from any act, error, or omission (except for the reckless or intentional conduct of Released Party);
2. any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from a condition in, upon, or about the Chapter event due to:
	1. unsanitary conditions in, upon, or about the Chapter event, regardless of cause or origin;
	2. the presence of substances which are or may become hazardous;
	3. the presence of any virus, bacterium, communicable disease, parasite or other organism or any variation thereof, including, without limitation, the COVID-19 virus or any mutation thereof, whether such condition is the result of an act, error, or omission of a Released Party, negligent or otherwise;
3. any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from an act, error, or omission of other persons in, upon, or about the Chapter event, or which damage or injury is caused by, arises out of, or results from by quasi-public work;
4. any damage to property entrusted to employees or independent contractors of any Released Party; and
5. any loss of or damage to property by theft or any other cause.

Employee of Contractor agrees that Employee of Contractor will obey all instructions, directives, and orders of all local, state, province, and federal governments, including all agencies thereof, concerning any virus, bacterium, parasite, or other organism or any variation thereof, including, without limitation, the COVID-19 virus.

Employee of Contractor shall defend, indemnify, and hold harmless all Released Parties from any claim brought against any Released Party for any claim arising out of or in any way related to those circumstances waived by Employee of Contractor pursuant to this Agreement, whether such claim is brought by Employee of Contractor, on behalf of Employee of Contractor, or by third parties.

Employee of Contractor’s waiver, duty to defend, indemnify, and hold harmless Released Parties shall apply to any act, error, or omission occurring at any time during the entire time that Employee of Contractor is performing services for the Chapter event and shall survive the termination of Contractor’s performance of services for the Chapter event in the event a claim is made after the Employee of Contractor is no longer performing services for the Chapter event.

###### EMPLOYEE OF CONTRACTOR

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Accepted this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_

[insert legal name of the Fraternity here]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_