# **FAVOR & COMPANY MODEL**

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

# ASSUMPTION OF THE RISK AND HOLD HARMLESS

(GUEST AT CHAPTER EVENTS – FALL 2020)

Guest, as a material part of the permission granted to Guest to attend events hosted by [insert name of chapter here] (the “**Chapter**”) of [insert legal name of general fraternity here] (the “**Fraternity**”) during the period from August 15, 2020 through December 20, 2020 hereby agrees with Fratermity that none of:

1. the Fraternity;
2. 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 Guest for, and Guest expressly assumes the risk of and waives any and all claims Guest may have against any Released Party with respect to:

1. any and all damage to property or injury to persons in, upon or about any 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 a 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 a 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.

Guest agrees that Guest 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. Guest agrees that Guest will not attend a Chapter event if Guest is not feeling well, or if the Guest has any symptoms of the COVID-19 virus. Guest acknowledges that each Chapter event attended by Guest is upon the terms and conditions contained in this ASSUMPTION OF THE RISK AND HOLD HARMLESS (GUEST AT CHAPTER EVENTS – Fall 2020).

Guest 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 Guest pursuant to this Agreement, whether such claim is brought by Guest, on behalf of Guest, or by third parties.

Guest’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 Guest is attending a Chapter event and shall survive the termination of Guest’s attendance at Chapter events in the event a claim is made after the Guest is no longer attending Chapter events.

###### GUEST

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

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

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

The undersigned, as the parents/guardians of Guest, consent to the terms agreed to by Guest above.

PARENT/GUARDIAN PARENT/GUARDIAN

Print name: Print name:

Date: Date:

(The parent/guardian signature lines have been left in for those occasions when a younger sibling of a member is attending a Chapter event and that younger sibling is under the age of 18.)

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

[insert legal name of the Fraternity here]

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

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

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

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