# **FAVOR & COMPANY MODEL**

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

# ASSUMPTION OF THE RISK AND HOLD HARMLESS

(VOLUNTEER TO CHAPTER )

[insert legal name of Volunteer] (the “**Volunteer**”), as a material part of the permission granted to Volunteer to visit [insert name of chapter here] (the “**Chapter**”) of [insert legal name of international/national fraternity here] (the “**Fraternity**”), hereby agrees with the 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 Volunteer for, and Volunteer expressly assumes the risk of and waives any and all claims Volunteer 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 any Chapter event due to:
   1. unsanitary conditions in, upon, or about any 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 any 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.

Volunteer agrees that Volunteer 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.

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

Volunteer’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 Volunteers is visiting the Chapter Facility and shall survive the termination of Volunteer’s visits to Chapter events in the event a claim is made after the Volunteer is no longer visiting Chapter events.

###### VOLUNTEER

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

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

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

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

[insert legal name of the Fraternity here]

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

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

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

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