# **FAVOR & COMPANY MODEL ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT**

# (STUDENT MEMBER OF CHAPTER)

[insert legal name of student] (the “**Student**”), as a material part of the consideration for Student’s participation as a member of [insert name of chapter] (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 Student for, and Student expressly assumes the risk of and waives any and all claims Student may have against any Released Party with respect to:

1. any and all damage to property or injury to persons 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 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.

Student agrees that Student 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.

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

Student’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 Student is a member of the Chapter and shall survive the termination of the Student’s membership in the Chapter in the event a claim is made after the Student is no longer a member of the Chapter.

###### STUDENT

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

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

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

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

[insert legal name of the Fraternity here]

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

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