

**JAMES R. FAVOR & COMPANY, LLC MODEL
ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT**

CONDITION OF CHAPTER FACILITY
ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT
(STUDENT RESIDENT IN CHAPTER FACILITY)

[print legal name of student] (the “**Student**”), as a material part of the consideration for living in the residence located at [insert address here] (the “**Chapter Facility**”), hereby agrees with [insert legal name of the House Corporation here] (the “**House Corporation**”) that none of:

(A) [insert legal name of general fraternity here] (the “**Fraternity**”);

(B) the House Corporation;

(C). [insert name of Chapter here] (the “**Chapter**”); nor

(D) any officer, director, member, or employee of any of the Fraternity, the House Corporation, 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:

- (i) any and all damage to property or injury to persons in, upon, or about the Chapter Facility or associated premises, 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);
- (ii) 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 Facility or associated premises due to:
 - a. unsanitary conditions in, upon, or about the Chapter Facility or associated premises, regardless of cause or origin;
 - b. the presence of substances which are or may become hazardous;
 - c. 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;
 - d. any casualty, explosion, falling plaster or other masonry or glass, steam, gas, electricity, water or rain which may leak from: (1) any part of the Chapter Facility or associated premises; (2) the pipes, appliances, or plumbing works in the Chapter Facility or associated premises; or (3) the roof, street, or subsurface or from any other place, or resulting from dampness;
- (iii) 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 Facility or associated premises, or which damage or injury is caused by, arises out of, or results from by quasi-public work;
- (iv) any damage to property entrusted to employees or independent contractors of any Released Party; and
- (v) 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 resides in the Chapter Facility and shall survive the termination of the Student's residency in the event a claim is made after the Student's residency ends.

STUDENT

Print name: _____

Date: _____

Accepted this _____ day of _____, _____

[insert legal name of the House Corporation here]

Print name: _____

Print title: _____

Date: _____