

**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  
(VISITOR TO CHAPTER FACILITY)

[insert legal name of visitor] (the “**Visitor**”), as a material part of the permission granted to Visitor to visit [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 Visitor for, and Visitor expressly assumes the risk of and waives any and all claims Visitor 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.

Visitor agrees that Visitor 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.

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

Visitor’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 Visitor is visiting the Chapter Facility and shall survive the termination of Visitor’s visit to the Chapter Facility in the event a claim is made after the Visitor is no longer visiting the Chapter Facility.

VISITOR

\_\_\_\_\_

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

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

The undersigned, as the parents/guardians of Visitor, consent to the terms agreed to by Visitor 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 visiting and that younger sibling is under the age of 18.)

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

[insert legal name of the House Corporation here]

\_\_\_\_\_

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

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

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

Before using this form, the James R. Favor & Company, LLC recommends that users have this form reviewed by users’ counsel.