

ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT

COVID-19 is a serious disease caused by the novel coronavirus. COVID-19 was declared a worldwide pandemic by the World Health Organization in March of 2020 and poses a serious public health risk. While measures are being taken to minimize the risk of spreading the disease, Rider University (the "University") cannot guarantee that you will not become exposed or infected while visiting its campus and facilities and interacting with staff, employees, students, and guests. Visiting Rider University's campus and facilities could increase your risk of being exposed to the coronavirus and contracting COVID-19.

In light of the foregoing and in consideration of being permitted onto Rider University's campus and/or into its facilities, I, the undersigned, understand, acknowledge and agree to the following:

1. **ASSUMPTION OF RISK.** I am aware of the contagious nature of the coronavirus and the serious and life-threatening disease it causes (COVID-19), and I hereby voluntarily assume the risk that I may be exposed to or infected by the coronavirus by visiting the University and that such exposure or infection may result in my developing COVID-19, causing injury, illness, damage, disease, disability, or death (collectively, "**Harm**"). I understand that the risk of Harm may or may not result from the actions, omissions, or negligence of myself and others including, but not limited to, University employees, officers, trustees, volunteers, contractors, students, and guests. I accept sole responsibility for any Harm that I or any of my family members may suffer or incur as a result of or in any way related to my visit to the University.

2. **COVID-19 & GENERAL RELEASE AND WAIVER OF LIABILITY.** On behalf of myself, my heirs, successors, executors, administrators and assigns, I do hereby voluntarily release, forever discharge, covenant not to sue and agree to indemnify and hold harmless, Rider University and its trustees, officers, employees, volunteers, representatives, and agents (collectively "**Releasees**"), from and against any and all claims, costs, damages, demands, expenses (including reasonable attorney's fees), liabilities, or losses of any kind or nature whatsoever, whether or not arising from the negligence of the Releasees, which I may have or which may subsequently accrue to me as a result of my visit to the University's campus.

3. **REPRESENTATIONS.** I represent that, to the best of my knowledge, neither I nor any member of my immediate family or household have (a) tested positive for COVID-19 within the last fourteen (14) days, (b) presented symptoms of COVID-19 within the last fourteen (14) days, (c) been in contact with any person in the past fourteen (14) days who has tested positive for COVID-19 or is waiting for results of a test for COVID-19, and (d) within the last fourteen (14) days, arrived from another country or a state referenced in New Jersey's travel advisory, or been in contact with such a person unless I have been fully vaccinated (at least two weeks after having received the second dose in a two-dose series or two weeks after receiving a single dose vaccine) or recovered from COVID-19 within the last three months. I understand that symptoms of COVID-19 may include, but are not limited to: fever; fatigue; cough; shortness of breath or difficulty breathing; sore throat; chills; muscle pain; and new loss of taste or smell. I further

represent that I will (e) practice social distancing at a minimum of six feet apart between individuals, (f) wear a face mask or covering at all times when in the presence of others, and (g) not enter or remain on Rider's campus if I present symptoms of COVID-19.

4. CHANGE IN CONDITION. I further agree that if, at any point in the fourteen (14) days following my presence on the University's campus, any of the representations I make in Section 3.(a) through 3.(d) above are no longer true, I shall promptly inform Chris Botti, the University's Associate Dean of Students and lead contact tracer, at covidtesting@rider.edu.

5. RULES & REGULATIONS. I agree (a) to familiarize myself with the COVID-19 rules and policies of Rider University available on its website, (b) to follow all University rules as these may now be in effect and as they may change from time to time, and (c) to comply at all times with the instructions of University staff/management while present on the University's campus.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY.

Signature

Date

Name (printed)
