

ASSUMPTION OF RISK, RELEASE, AND HOLD HARMLESS AGREEMENT

In consideration of permission granted by Rider University allowing me to participate in an Event (the “**Event**”), I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

General Release

1. I acknowledge that participating in the Event could involve certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my attendance at the Event.

2. I waive all claims against Rider University, it’s employees, directors, representatives, officers, advisors, agents and lenders (“**Released Parties**”) for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my attendance at the Event, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) or any third party may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my attendance at the Event, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

COVID-19

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 cannot guarantee that you will not become exposed or infected while participating in the Event. Participation in the Event could increase your risk of being exposed to the coronavirus and contracting COVID-19. Rider University strongly encourages any person attending the Event to be “**Fully Vaccinated**” (at least two (2) weeks after having received the second dose in a two-dose series or two (2) weeks after receiving a single dose vaccine) and to have received a COVID-19 booster. In light of the foregoing and in consideration of being permitted to attend the Event, I, the undersigned, understand, acknowledge and agree to the following:

1. ASSUMPTION OF RISK. I am aware of the contagious nature of the coronavirus (COVID-19) and the serious and life-threatening disease it causes, and I hereby voluntarily assume the risk that I may be exposed to or infected by the coronavirus by attending the Event 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, Rider 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 attendance at the Event.

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 attorneys’ 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 attendance at the Event.

3. **REPRESENTATIONS.** I represent that, to the best of my knowledge, I have not: (a) tested positive for COVID-19 within the last ten (10) days; or (b) presented symptoms of COVID-19 within the last ten (10) days. 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/or sudden loss of taste or smell. I will not attend if I have symptoms of COVID-19. I agree not to attend the Event if I am not Fully Vaccinated or have not received a COVID-19 booster and have been exposed to someone who is COVID-19 positive within the last five (5) days. I agree not to attend the Event following completion of CDC-based isolation or quarantine without wearing a well-fitting mask when around others for at least five (5) days. I further represent that I will abide by CDC and NJ State interstate and/or international travel advisories.

4. **RULES & REGULATIONS.** I agree to: (a) to familiarize myself with the COVID-19 rules and policies of Rider University available on its website; (b) to familiarize myself with the COVID-19 rules and policies of venue; and (c) comply at all times with the instructions of Rider University staff while present at the Event.

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.

Participant Printed Name

Participant Signature *

Date: _____

* If you are submitting this form electronically with a typed name on the Participant Printed Name line, you understand that you have freely and voluntarily executed this document and that your typed signature constitutes a legally-binding signature.