

# James R. Favor & Company, LLC

14466 East Evans Avenue • Aurora, Colorado 80014-1409  
(800) 344-7335 • FAX (303) 745-8669 • www.jrfco.com

Date: June 4, 2020

To: All James R. Favor & Company Clients

RE: **COVID-19 Assumption of the Risk Forms**

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With the potential exposure of COVID-19 to the general public, college campuses and within fraternal community living groups, we suggest that the General Fraternity Headquarters consider promoting the use of Assumption of Risk and Hold Harmless agreements by house corporations and chapters with members, volunteers, visitors, and contractors whenever such persons would enter the chapter facility or participate in chapter activities. The intent of these forms is to make individuals aware of and assume the risk of contracting COVID-19, and to hold harmless the fraternity from such risks. Attached are James R. Favor & Company's (JRFCo) proposed assumption of the risk forms. There are five versions of the proposed assumption of the risk forms (Chapter Facility Resident, Student Member, Volunteer, Contractor, and Visitor versions) each intended to have the same effect. The reason for the different versions is to help the users of the assumption of the risk forms pay attention to the many different types of relationships a chapter and the individual persons have. Users of the assumption of the risk forms should focus on having each assumption of the risk form executed by the proper persons at the right time. The executed assumption of the risk forms should be safely maintained by the appropriate chapter, house corporation, or General Fraternity designee and, if possible, also scanned and saved electronically.

## 1. CHAPTER FACILITY RESIDENT FORM

**Who:** This is intended to be used for those students who are living in the chapter facility.

**When Executed:** It should be executed, ideally, at the same time that the potential resident is signing the lease for his space in the chapter facility.

**Implementation Details:** Executing the Chapter Facility Resident Assumption of the Risk Form at the same time as signing the lease makes it easier for the house corporation, or any other defendant, to assert that the lease signed by the student was signed with knowledge of the risks being covered by the assumption of the risk form. Having the Chapter Facility Resident Assumption of the Risk Form signed later than the lease is signed allows a student, or the student's parents, to claim that: (i) the execution of the assumption of risk form was an afterthought; (ii) that the student's occupancy should only be governed by the language of the lease; and (iii) that the house corporation was running a sort of bait and switch deal by offering the lease first and then requiring the assumption of risk from being executed after the student had locked in plans to live in the chapter facility and had no other options.

It is possible for a house corporation to include all of this language in the house corporation's lease form, but that may not be possible at this time as leases have likely already been issued and signed. The house corporation should also review the applicable lease forms to make sure that there is nothing in those lease forms that is inconsistent with the language in this form. The form should be countersigned by the house corporation and a copy of the fully signed document should be returned to the other party. The house corporation should then arrange to keep the original fully executed forms through a period that is longer than the statute of limitations period in the jurisdiction in which the chapter facility is located.

## 2. STUDENT MEMBER FORM

**Who:** The Student Member Assumption of the Risk Form is an assumption of the risk form for all current student chapter members, except those who have signed the Chapter Facility Resident Assumption of the Risk Form because those chapter members would be living in the chapter facility.

**When Executed:** Chapter members should sign the Student Member Assumption of the Risk Form before returning to school in the fall.

**Implementation Details:** This Student Member Assumption of the Risk Form does not affect the student's membership in the chapter or in the fraternity. The Student Member Assumption of the Risk Form should be signed before the chapter member returns to school and becomes involved in any activities that might take place at the chapter facility. The form should be countersigned by the house corporation and a copy of the fully signed document should be returned to the other party. The house corporation should then arrange to keep the original fully executed Student Member Assumption of the Risk Forms through a period that is longer than the statute of limitations period in the jurisdiction in which the chapter facility is located.

## 3. VOLUNTEER FORM

**Who:** The Volunteer Assumption of the Risk Form should be signed by any person who is working as a volunteer with the chapter or its members and who would have any reason to be physically present in the chapter facility at any time.

**When Executed:** The Volunteer Assumption of the Risk Form should be signed before any student returns to the campus in the fall, or if the volunteer would have any reason to be in the chapter facility before the return of students in the fall, the Volunteer Assumption of the Risk Form should be signed before the volunteer enters the chapter facility.

**Implementation Details:** At a minimum, JRFCo would recommend that the Volunteer Assumption of the Risk Form be signed by the chapter adviser, each member of the chapter advisory board, each member of the house corporation, each member of a chapter control board, and each officer or director of a chapter affiliated alumni association. The form should be countersigned by the inter/national fraternity headquarters and a copy of the fully signed document should be returned to the other party. The headquarters should then arrange to keep the original fully executed forms through a period that is longer than the statute of limitations period in the jurisdiction in which the particular chapter facility is located.

## 4. CONTRACTOR FORM

**Who:** The Contractor Assumption of the Risk Form is for anyone who will be doing work on or in the chapter facility. The addendum to the Contractor Assumption of the Risk Form should be signed by all of the employees of the contractor who will be present at the chapter facility at any time.

**When Executed:** This Contractor Assumption of the Risk Form should be signed at the same time the work contract is signed. (Not having a contract for the work is a different and problematic issue.) The employee addendum to the Contractor Assumption of the Risk Form should be signed before any work starts.

**Implementation Details:** The Contractor Assumption of the Risk Form should be countersigned by the house corporation and a copy of the fully signed Contractor Assumption of the Risk Form should be returned to the contractor. The house corporation should then arrange to keep the original fully executed Contractor Assumption of the Risk Form through a period that is longer than the statute of limitations period in the jurisdiction in which the chapter facility is located.

## 5. VISITOR FORM

**Who:** The Visitor Assumption of the Risk Form should be signed by anyone who is visiting the chapter facility at any time, be that person a parent, girlfriend or boyfriend, classmate, alumnus, or sibling.

**When Executed:** The Visitor Assumption of the Risk Form should be signed each and every time a visitor enters the chapter facility.

**Implementation Details:** Measures should be taken to ensure that no one enters the chapter facility without having signed a Visitor Assumption of the Risk Form. The chapter facility doors should be locked at all times and only one door should be used as a common entrance and exit. The Visitor Assumption of the Risk Form is to cover those individuals who are not covered by one of the other assumption of the risk forms discussed above. The Visitor Assumption of the Risk Form will be the most difficult to manage. The Visitor Assumption of the Risk Form should be readily available at the entrance of the chapter facility. The chapter president or another appropriate officer should retain an organized file of all executed Visitor Assumption of the Risk Forms and regularly provide the originals of the executed Visitor Assumption of the Risk Form to the house corporation to retain for a period that is longer than the statute of limitations period in the jurisdiction in which the chapter facility is located. Note that the Visitor Assumption of the Risk Form has a consent provision for those visitors who are not of legal age to consent. The consent portion of the Visitor Assumption of the Risk Form must be completed before the visitor enters the chapter facility.

If you have any questions, please contact JRFCo General Counsel, Michael Smith at [mike@jrftco.com](mailto:mike@jrftco.com) or at 800-344-7335. Thank you.

**STUDENT RESIDENT LIVING IN  
A CHAPTER FACILITY FORM**

**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: \_\_\_\_\_

**STUDENT MEMBER OF A  
CHAPTER FORM  
(Not living in the facility)**

**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 MEMBER OF CHAPTER)

[insert legal name of student] (the “**Student**”), as a material part of the consideration for the use of 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 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 House Corporation here]

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

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

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

# **VOLUNTEER FORM**

**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  
(VOLUNTTER TO CHAPTER FACILITY)

[insert legal name of Volunteer] (the “**Volunteer**”), as a material part of the permission granted to Volunteer to visit [insert address here] (the “**Chapter Facility**”), hereby agrees with [insert legal name of international/national fraternity here] (the “**Fraternity**”) that none of:

(A) the Fraternity;  
(B) the [insert legal name of house corporation here] (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 Volunteer for, and Volunteer expressly assumes the risk of and waives any and all claims Volunteer 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.

Volunteer agrees that Volunteer 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.

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

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

VOLUNTEER

\_\_\_\_\_

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

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

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

[insert legal name of the House Corporation here]

\_\_\_\_\_

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

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

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

# **CONTRACTOR FORMS**

**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  
(CONTRACTOR IN CHAPTER FACILITY)

[insert legal name of Contractor] (“**Contractor**”), having been engaged to work on 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 Contractor for, and Contractor expressly assumes the risk of and waives any and all claims Contractor 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.

Contractor agrees that Contractor will obey all instructions, directives, and orders of all local, state, province, and federal governments, including all agencies thereof, concerning any

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

virus, bacterium, parasite, or other organism or any variation thereof, including, without limitation, the COVID-19 virus.

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

Contractor agrees to obtain and deliver to House Corporation a fully executed Exhibit A for each employee or subcontractor who will be working on the Chapter House prior to that individual beginning work on the Chapter House.

Contractor'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 Contractor is working on the Chapter Facility and shall survive the termination of the Contractor's work on Chapter Facility in the event a claim is made after the Contractor is no longer working on the Chapter Facility.

CONTRACTOR

\_\_\_\_\_

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

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

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

[insert legal name of the House Corporation here]

\_\_\_\_\_

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

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

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

Exhibit A  
CONDITION OF CHAPTER HOUSE  
ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT  
(EMPLOYEE OF CONTRACTOR IN CHAPTER HOUSE)

[insert legal name of employee of contractor] (“**Employee of Contractor**”), as a material part of the permission granted to [insert contractor legal name] (the “**Contractor**”) to work on the improvements 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:

(C) [insert legal name of general fraternity here] (the “**Fraternity**”);  
(D) 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 Employee of Contractor for, and Employee of Contractor expressly assumes the risk of and waives any and all claims Employee of Contractor 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 Employee of Contractors of any Released Party; and
- (v) any loss of or damage to property by theft or any other cause.

Employee of Contractor agrees that Employee of Contractor 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.

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

Employee of Contractor'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 Employee of Contractor is working on the Chapter Facility and shall survive the termination of the Employee of Contractor's work on Chapter Facility in the event a claim is made after the Employee of Contractor is no longer working on the Chapter Facility.

EMPLOYEE OF CONTRACTOR

\_\_\_\_\_

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

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

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

[insert legal name of the House Corporation here]

\_\_\_\_\_

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

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

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

**VISITOR TO A CHAPTER  
FACILITY FORM**

**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.