MEREDITH COLLEGE – ASSUMPTION OF RISK

**Assumption of Risk, Release of Liability, and Indemnification Agreement**

**For Campus Visitors in Non-Meredith Programs and Activities**

***Program/Activity: \_\_RTA Tennis***

1. **Introduction**

This Assumption of Risk, Release of Liability, and Indemnification Agreement (the “**Agreement**”) is designed to protect Meredith College, its directors, officers, employees, agents, and representatives (collectively, the “**College**”) from liability associated with the voluntary access to the Meredith College campus. All lawful visitors who voluntarily choose to access the Meredith Campus, whether individually or as a group, must read and sign this Agreement to indicate their awareness, acknowledgement, and consent to the terms and conditions. If such visitor is less than 18 years of age, their parent or legal guardian must also read and sign this Agreement.

1. **Assumption of Risks**

Accessing the Meredith College campus is voluntary and may involve certain risks, including risks of personal injury, death, other loss associated with physical activity, and loss or damage to personal property. These risks include, without limitation, injuries to bones, joints, muscles, tendons, ligaments, internal organs, bodily systems. The College assumes no liability for and makes no representations or warranties regarding damage to or security of the visitor’s personal property. I have read, understand, and voluntarily assume these risks as they relate to my accessing the campus.

1. **Assumption of Risks – Exposure to Contagious or Infectious Diseases**

I am aware of the contagious nature of bacterial and viral diseases, including but not limited to the 2019 novel coronavirus disease (“COVID-19”), (collectively, the “Disease”) and the risk that I may be exposed to or contract the Disease by entering and using the Facilities. In particular, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in others, the inherent risks of exposure by entering and using the Facilities, and that it is not possible to fully list each and every individual risk of contracting COVID-19. I understand and acknowledge that such exposure or infection to the Disease may result in serious illness, personal injury, permanent disability, death, or property damage. I have read, understand, and voluntarily assume these risks as they relate to my use and enjoyment of the Facilities.

While on campus, all persons will comply with all applicable requirements outlined in N.C. Governor Roy Cooper’s Executive Orders. Meredith College COVID19 Community Standards include the wearing of face coverings, a minimum of six feet of physical distancing, and hand hygiene practices. When outdoors, face coverings are required when anyone else is within your visual field.

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I attest that I have adhered to the Phase III and future applicable phases, as well as any additional federal, state or local criteria provided to Meredith College **prior to coming to campus.** As of the date of this Agreement, criteria include:

* No signs or symptoms of COVID-19 for the past 14 days, which are found at: <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>
* Fever or chills
* Cough
* Shortness of breath or difficulty breathing
* Fatigue
* Muscle or body aches
* Headache
* New loss of taste or smell
* Sore throat
* Congestion or runny nose
* Nausea or vomiting
* Diarrhea
* No close sustained contact with anyone who is sick w/in 14 days prior.

Note: CDC guidelines are constantly changing. Meredith College reserves the right to suspend activities at any time should it be necessary to comply with new standards.

I agree to contact Bill Brown (Director, Meredith Events) via an e-mail to: [brownw@meredith.edu](mailto:brownw@meredith.edu) of any positive COVID19 test results that may occur within 14 days of accessing the Meredith College campus.

IV. **Release of Liability and Indemnification**

NOTWITHSTANDING THE RISKS ASSOCIATED WITH MY ENTERING AND ACCESSING THE CAMPUS AS DESCRIBED IN PARAGRAPHS II AND III ABOVE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING WITH KNOWLEDGE OF THE DANGER INVOLVED. I ALSO ACKNOWLEDGE THAT THE COLLEGE MAY NOT ANTICIPATE OR PROTECT AGAINST ALL SUCH RISKS. THEREFORE, IN CONSIDERATION FOR BEING ALLOWED TO ACCESS THE CAMPUS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD THE COLLEGE HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, JUDGMENTS, LOSSES, ACTIONS, CAUSES OF ACTION, FEES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) RESULTING FROM OR ARISING OUT OF MY ACCESSING THE CAMPUS, **[INCLUDING THE RISKS ASSOCIATED WITH THE DISEASE].**

**V. Governing Law**

The laws of the State of North Carolina, without regard to conflict-of-laws principles, shall govern all matters arising out of or relating to this Agreement. Any claim or action arising out of or relating to this Agreement must be brought exclusively in a court of competent jurisdiction in Wake County, North Carolina, and I voluntarily submit to the jurisdiction of such courts for this purpose.

**VI. Survival of this Agreement**

I agree that in the event of my death or disability, the terms of this Agreement will be binding on my estate, and my personal representative, executor, administrator, parent, or guardian will be obligated to respect and enforce them.

1. **Severability**

I agree that if any portion or provision of this Agreement is adjudged to be invalid, unenforceable, or overbroad, then: (i) the remainder of this Agreement will continue in full force and affect; and (ii) such portion or provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement.

**By signing this Agreement, I acknowledge and agree that: (i) I have carefully read this entire Agreement; (ii) I understand that I am giving up legal rights that I may otherwise have, including the right to sue; (iii) I have had an opportunity to consult with the advisor or attorney of my choice regarding this Agreement; and (iv) my access of the campus is voluntary.**

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Signature of Visitor Date

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Name of Visitor (Please Print)

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_