Waiver, Release And Hold Harmless Agreement

In consideration of permission granted by Purdue University allowing me to participate in the [___________] (the "Activity"), which will occur on [___________], which is sponsored by [__________], I (together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves 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 and assume all risks of any injuries, damages, or harm that arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Purdue University, The Trustees of Purdue University, and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties").

2. Without limiting my assumption of the general risks described above, I specifically understand and acknowledge the following with regard to the novel coronavirus, COVID-19:

   a. COVID-19 has been declared a worldwide pandemic by the World Health Organization;
   b. COVID-19 is an infectious virus that is extremely contagious and spreads easily through person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air;
   c. Those infected with COVID-19 may show no symptoms and still spread the disease, including through interpersonal communications and sharing spaces with others;
   d. The exact methods of spread of COVID-19 and contraction are unknown, and there is no known treatment, cure or vaccine;
   e. COVID-19 can cause serious and potentially life threatening illness and even death.
   f. Based on guidance from public health authorities, Purdue University has issued, and the Released Parties are implementing, regulations and protocols to be followed by those who access property or facilities owned or managed by the Released Parties, and these include but are not necessarily limited to: maintaining a safe personal distance of at least six feet between other people, wearing face coverings when this distance cannot be maintained, and frequently washing hands and surfaces;
   g. Released Parties in no way warrant that the foregoing regulations and protocols or any other protective measures prescribed as a condition to my engaging in Activity will completely prevent exposure to the COVID-19 virus; and
   h. My participation in Activity or accessing property or facilities owned or managed by Released Parties could increase my risk of contracting COVID-19.

3. In participating in the Activity, I agree to follow all Purdue University regulations and protocols and all public health and safety guidelines, fully recognizing that Released Parties cannot protect me from becoming exposed to, contracting, or spreading COVID-19 while I do so.

4. Notwithstanding the foregoing, I hereby choose to accept, and freely and voluntarily assume, the risk of being exposed to, contracting and/or spreading COVID-19 in order to participate in the Activity.
5. I waive all claims against any of the Released Parties for any injuries, illness, damages, liabilities or losses, whether known or unknown, foreseen or unforeseen, which arise during or result from my participation in the Activity, 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. I understand the means I give up my right to bring any such claims against the Released Parties.

6. I agree to indemnify and hold the Released Parties harmless from and against any and 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) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses that arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

7. I hereby grant permission to Purdue University and any organization associated with Purdue to use, for any legitimate purpose, including future advertising of the Activity on the Purdue website or in other promotional materials, my name and likeness to the extent it may appear in any photographs or records of the Activity.

8. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement, which is governed by Indiana law. I understand it fully and I execute it voluntarily. I further acknowledge that any dispute or claim related to the subject matter hereof would be subject to the sole and exclusive jurisdiction of courts of competent authority located in Tippecanoe county, Indiana, with such courts to be the sole and exclusive venue for any such action.

Executed this __________ day of __________________, 20______

____________________________________ ______________________________
Participant Signature     Participant Printed Name

____________________________________ ______________________________
Parent/Guardian Signature     Parent/Guardian Name
(required if participant is under the age of 18 or disabled)