

# NOTICE

## ASSUMPTION OF RISK & HOLD HARMLESS DECLARATION

As a material part of the consideration of you (“Benefitting Party”) for living in and/or otherwise enjoying the benefit of being allowed to have a presence at this facility (“Chapter House”), as a resident, chapter member, visitor of any kind, or as a vendor being compensated to provide a service, Benefitting Party hereby acknowledges that their presence on the Chapter House premises is at their choice and own free will; and as such Benefitting Party hereby agrees that none of the Released Parties (defined below) will be liable to Benefitting Party for, and Benefitting Party expressly assumes the risk of and waives any and all claims Benefitting Party may have against any of the Released Parties with respect to:

- Any and all damage to property or injury to persons in, upon, or about the Chapter House 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 Parties);
- 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 House or associated premises due to:
  - unsanitary conditions in, upon, or about the Chapter House or associated premises, regardless of cause or origin;
  - the presence of substances which are or may become hazardous;
  - the presence of any virus, bacterium, communicable disease, parasite, or other organism or any variation thereof, whether such condition is the result of an act, error, or omission of a Released Parties, negligent or otherwise; or
  - 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 House or associated premises; (2) the pipes, appliances, or plumbing works in the Chapter House or associated premises; or (3) the roof, street, or subsurface or from any other place, or resulting from dampness;
  - 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 House or associated premises, or which damage or injury is caused by, arises out of, or results from by quasi-public work;
- Any damage to property entrusted to employees or independent contractors of any Released Parties; and
- Any loss of or damage to property by theft or any other cause.

Benefitting Party agrees that Benefitting Party 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.

**BENEFITTING PARTY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ALL RELEASED PARTIES FROM ANY CLAIM BROUGHT AGAINST ANY RELEASED PARTIES FOR ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THOSE CIRCUMSTANCES WAIVED BY BENEFITTING PARTY PURSUANT TO**

**THIS AGREEMENT, WHETHER SUCH CLAIM IS BROUGHT BY BENEFITTING PARTY, ON BEHALF OF BENEFITTING PARTY, OR BY THIRD PARTIES.**

**BENEFITTING PARTY'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 BENEFITTING PARTY IS PRESENT IN, OR HAS RESIDENCY AT, THE CHAPTER HOUSE AND SHALL SURVIVE THE TERMINATION OF THE BENEFITTING PARTY'S PRESENCE OR RESIDENCY IN THE EVENT A CLAIM IS MADE AFTER THE PRESENCE OR RESIDENCY OF BENEFITTING PARTY HAS ENDED AT THE CHAPTER HOUSE.**

“Released Parties” defined as:

- The chapter that occupies the Chapter House (“Chapter”);
- The affiliated house corporation that is the owner or master lessee of the Chapter House (“House Corporation”);
- The Pi Kappa Alpha International Fraternity (“Fraternity”) ;
- Any officer, director, member, or employee of any of the Chapter, the House Corporation, or the Fraternity (together, or individually, the “**Released Parties**”).