

# NORTHEASTERN UNIVERSITY OAKLAND

## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to utilize the services, and programs of NORTHEASTERN UNIVERSITY OAKLAND and to participate for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any off-site program affiliated with NORTHEASTERN UNIVERSITY OAKLAND, the undersigned, on behalf of himself or herself and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER NORTHEASTERN UNIVERSITY OAKLAND FACILITIES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH NORTHEASTERN UNIVERSITY OAKLAND, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NORTHEASTERN UNIVERSITY, NORTHEASTERN UNIVERSITY OAKLAND, its directors, officers, employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned whether caused by, related to, or arising out of the negligence, active or passive, of NORTHEASTERN UNIVERSITY OAKLAND or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with NORTHEASTERN UNIVERSITY OAKLAND .

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS NORTHEASTERN UNIVERSITY, NORTHEASTERN UNIVERSITY OAKLAND, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by, related to, or arising out of the negligence, active or passive, or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with NORTHEASTERN UNIVERSITY OAKLAND . The undersigned understands and agrees that NORTHEASTERN UNIVERSITY OAKLAND is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with NORTHEASTERN UNIVERSITY OAKLAND.

The undersigned agrees and acknowledges that use of NORTHEASTERN UNIVERSITY OAKLAND facilities and services, and participation in NORTHEASTERN UNIVERSITY OAKLAND programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned due to negligence, active or passive, or otherwise while in, about or upon the premises of NORTHEASTERN UNIVERSITY OAKLAND and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with NORTHEASTERN UNIVERSITY OAKLAND. The undersigned acknowledges that any illness or injuries that the undersigned contract or sustain may be compounded by negligent first aid or emergency response of the Releases and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of

the State of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM NORTHEASTERN UNIVERSITY CAMPUS RECREATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY NORTHEASTERN UNIVERSITY OAKLAND CAMPUS OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

I hereby acknowledge and accept the above.

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Print Name

Date

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Email

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Signature

Electronic Signature Authorization: By applying my electronic signature to this agreement, I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable.

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If guest: Name of person you are accompanying (they must be a Northeastern student, staff or faculty)

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If you are signing on behalf of your child under the age of 18, please write their full name AND age