**CORNELL UNIVERSITY –** *Insert name of college or organization*

*Insert name of event*

*Insert date of event*

**ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT**

**Assumption of Risk:** I HEREBY ACKNOWLEDGE AND AGREE that I wish to participate in the <insert name and date of event/activity> (“event/activity”). I understand that I may be exposed to activities that are potentially dangerous and can result in serious injury and illness. Those activities include, but are not limited to: RUNNING; JUMPING; MAKING CONTACT WITH THE GROUND, OTHER PEOPLE AND EQUIPMENT, ETC… I am aware that these activities, and others, include the risk of injury and illness, including, but not limited to: LACERATIONS • BROKEN BONES • HEAD/EYE INJURIES • TRAUMATIC BRAIN INJURY • PARALYSIS • BACK/NECK/SPINE INJURIES • HEART ATTACK • STROKE • BROKEN BONES • MUSCLE OR LIGAMENT TEARS • DEATH. I am also aware that there are other risks of injury and illness, that may arise due to my participation in the event/activity and that it is not possible to specifically list every individual risk of injury and illness. However, knowing the material risks and reasonably anticipating, appreciating, and knowing that other injuries and even death are a possibility, I hereby expressly assume all of the delineated risks in the event.

**Hold Harmless:** In consideration of the opportunity to participate in this event/activity, I HEREBY for myself and on behalf of my heirs, family members, assigns, personal representatives and next of kin, agree to HOLD, Cornell University, its’ respective trustees, officers, agents, volunteers, and employees (collectively, “Released Parties”) HARMLESS from any liabilities, damages, expenses, causes of action, claims, or demands of any nature whatsoever, including any claims of negligence, on account of personal injury, property damage, death, or accident of any kind, however caused, related to my participation in the event.

**COVID- 19 Assumption of Risk, Waiver, and Release of Liability:** I understand and acknowledge that COVID-19 is a global pandemic and a public health risk. I understand that the risk of becoming exposed to or infected by COVID-19 at Cornell University may arise from the actions, omissions, or negligence of myself and/or others. I recognize that the University cannot limit all potential sources of COVID-19 infection. I knowingly and voluntarily assume all risks, including but not limited to, the risk of illness, death, bodily injury, disability, or exposure or infection with COVID-19, for myself, and my family. I fully understand the risks, I knowingly and voluntarily waive and release Cornell University trustees, officers, agents, volunteers, employees, and students (the “Released Parties”) from all present and future claims of any type, including negligence, for any harm or loss, including but not limited to, economic loss, personal injury, disease, death or property damage suffered by me or my family, as a result of my participation in a Cornell University program, camp, or activity or as a result of my presence on Cornell University’s campus (the “Activities”). I agree to indemnify, hold harmless, and covenant not to sue the Released Parties for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorney’s fees, or other loss arising out of the Activities.

**Insurance**: I understand and agree that Cornell University does not provide accident and/or medical insurance as respects the event and that I am financially responsible for any and all medical expenses relating to any and all injuries sustained as a result of my participation in the event.

**Choice of Law:** This Assumption of Risk and Hold Harmless Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. I agree that any dispute about the terms of this Agreement shall be presented to a court of competent jurisdiction in the State of New York with venue in Tompkins County.

I further certify that I have read this entire Agreement, and am fully aware of the legal consequences of this Agreement and I agree to its terms. I represent and warrant that I am eighteen (18) years of age or older and have legal authority to execute this Assumption of Risk and Hold Harmless Agreement.

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

**PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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