

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT REGARDING COVID-19

In consideration for receiving permission to participate in an IPSL Global Institute study abroad program (hereinafter the "Activity or Activities"), I, on behalf of myself, hereby acknowledge and agree to the following in addition to the IPSL Global Institute Contract of Participation (included hereafter):

- I am fully vaccinated against, and understand the hazards of, the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 can change from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
- 2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
- 3. I acknowledge and fully assume the risk of illness, death, and program interruptions related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the IPSL Global Institute, its officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my participating in the Activities.
- 4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
- 5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Oregon. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this ______ day ______ 202____.

SIGNATURE:

PRINTED NAME: