

PAUL QUINN

RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

This agreement and release (the “Release”) is executed by _____, (the “Organization”) and Paul Quinn College (the “College”). In consideration of permission to use, today and all future dates, the property, facilities, staff, equipment, and services of the College, the Organization **does hereby release, waive, discharge, and covenant not to sue** the College, its trustees, officers, agents, employees and College students from liability **from any and all claims, including negligence** resulting in personal injury, accidents, illnesses (including COVID-19), death, and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

PURPOSE OF COLLEGE FACILITY USAGE

The Organization requests access to Paul Quinn College facilities (the “Facilities”) located at 3837 Simpson Stuart Road, Dallas, TX 7524 on the College’s Campus (the “Campus”) including but not limited to campus roads, parking, and structures. The purpose of this use by the Organization is for _____, (the “Activity”).

The Organization requests to access campus facilities during the following dates and times:

Date/Time #1 _____ Date/Time #2 _____
Date/Time #3 _____ Date/Time #4 _____

GENERAL RELEASE

1. The Organization understands that participation in the Activity at the College can involve certain risks and that injuries, death, property damage or other harm could occur to both the participants and any persons invited to attend the Activity (“Invitees”) by the Organization. In consideration for the College allowing the Organization to use the Facilities, the Organization accepts all risks of any injuries, damages, or harm which arise during or result of the use of the Facilities and participation in the Activity by any of the Participants and/or Invitees. These risks include, but are not limited to, the possibility as any injury up to an including death arising out of participation in or observation the Activity, as well as upon and exit from and activity upon the Campus.
2. The Organization understands that there may damage or loss that may occur to the vehicles of the Participants and/or Invitees of the Organization and or their contents while parked on the Campus. The Organization agrees that the College cannot and does not assume

responsibility for any such property damage to the vehicles, theft of the vehicle, or any part of the vehicle, or loss of personal articles from the vehicle. The Organization accepts full responsibility for any such loss or damage.

3. The Organization understands that participation in the Activity by the Participants and observation by the Invitees may require supervision and direction. The Organization agrees that accepts full responsibility for supervision and direction of all Participants and Invitees and that the College cannot and does not assume responsibility for any such supervision or direction.
4. In consideration for the College allowing the Organization to use the Facility of the Activity, the Organization and its representatives release and discharge the College, its trustees, officers, agents, employees and College students (the “Releasees”) from any and all liability for any injury, damage claim, demand, action, cost, and expense of any nature that the Organization or its Participants and Invitees may at any time have or incur, arising out of or in any manner related to the use of the Facilities during the above noted period.
5. The Organization and its representatives agree that all Participants and Invitees will be required to sign a Liability Release and Waiver Including Release of COVID-19 Claims (the “Individual Release”) of the College from any damage or loss. A copy of the Individual Release is attached. To the extent that a Participant or Invitee is still a minor, the parent or guardian will be required to sign the Individual Release of that Minor.
6. To the extent that the College will be charging a fee for the use of the Facility, the Organization agrees to pay the fee before the date of the activity.

ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

7. The use of College property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The College has facilities for and provides activities such as, but not limited to: social events, community outreach, clinics, classes, and camps. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage. The Organization understands and acknowledges that these and other risks are inherent. The Organization’s asserts that participation and usage of the Facilities is voluntary and knowingly assume all such risks.
8. The Organization and its officers and representatives further agree to indemnify, defend, and hold the Releasees harmless from any liability, claim, action, debts, damage, loss, cost, and expense of every kind or nature asserted by any party against any Releasees or incurred by any Releasee and arising directly or indirectly from or in connection with the use of the Facilities, parking of vehicles in the Campus parking lots, or other activity upon the Campus, including any claim asserted by any individual or participant in the Organization’s function against the Releasees.

COVID-19 RELEASE

9. **CDC Guidelines:** The novel coronavirus, COVID-19, has been declared a dangerous pandemic by the United States Center for Disease Control and Prevention (the “CDC”). Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. The CDC has issued guidelines and/or guidances with respect to when people should wear masks in public settings, at events and gatherings, and anywhere they will be around other people, with respect to practicing social distancing in such circumstances, as well as other guidelines and guidances related to organizations and events concerning safety and prevention related to COVID-19.
10. The College cannot prevent the participants and invitees of the Organization from becoming exposed to, contracting, or spreading COVID-19 while utilizing the College facilities or participating in an activity on its Campus. It is not possible to prevent completely against the presence, contraction or spread of the disease. Therefore, if the Organization chooses to use a College Facility or to have its participants or invitees participate in an activity while on the Campus, it is aware that such activity may be exposing participants and invitees to and/or increasing their risk of contracting or spreading COVID-19. It is the Organization’s and its participants and invitees’ sole responsibility to follow any CDC guidelines or guidances with respect to the disease; and the College assumes no responsibility in this regard.
11. **Assumption of Risk for COVID-19:** The undersigned authorized representative of the Organization has read and understood the above warning concerning COVID-19 and chooses to accept the risk of its Participants and Invitees being exposed to, contracting or spreading COVID-19 in order use the Facilities or participate in an activity while on the College’s Campus. The use or participation is of such value to the Organization that it accepts these risks of being exposed to, contracting, and/or spreading COVID-19 while its Participants and Invitees are on the College Campus. It also assumes all responsibility for following any CDC Guidelines on these matters as well as informing its Participants or Invitees of these guidelines, of College COVID-19 protocols, as well as having these Participants and Invitees sign the waiver identified in paragraph 5 and attached to this Release.
12. **Waiver of Liability for COVID-19:** The Organization hereby forever releases and waives its right to bring suit against the College its trustees, officers, agents, employees, and students in connection with exposure, infection, and/or spread of COVID-19. The Organization understands that this waiver means it gives up its right to bring any claims including personal injuries, illness/disease, death, property losses, or any other loss, including but not limited to claims of negligence and give up any claim it or any of its participants or invitees may have to seek damages, whether known or unknown, foreseen or unforeseen.

REPRESENTATIONS

13. The Organization and its authorized representative represent to the College that:
- a. The Representative has read this Release and fully understands its contents and the effect of its terms and provisions and is signing this release with this understanding.
 - b. The organization is/is not a corporation or other business entity duly organized under the laws of Texas or some other state.
 - i. If the Organization is so organized, its legal name is:
_____.
 - ii. If the Organization is using an assumed name, its legal name is:
_____.
 - c. With respect to the matters set forth in this Release, no oral representations, statements, or inducements other than those expressly contained herein have been made to the Organization by any of the Releasees.
 - d. The Representative is fully competent and authorized to sign this Release.
 - e. The Organization does/does not carry liability insurance for the Activity.
 - i. If there is insurance, the name of the carrier and policy number are:
_____.
 - f. Any vehicle used by the Organization to transport persons to the Activity will carry vehicle insurance as required by the State of Texas.
 - g. This Release shall be constructed in accordance with the laws of the State of Texas with exclusive jurisdiction in the State of Texas.

ACKNOWLEDGMENT OF UNDERSTANDING

The authorized representative of the Organization **as well as any** representative or member of the organization attending or participating in the Organizations function:

- a. Has carefully read this release of liability, assumption of risks, and indemnity agreement, and fully understands its terms and provisions.
- b. Understands that the Organization is giving up substantial rights, including the right to sue. and freely and knowingly assumes the risk and waives it rights concerning liability as described above.
- c. Acknowledges that they are signing the agreement freely and voluntarily, and intend by their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PAUL QUINN COLLEGE

Name of Authorized Representative

Signature of Authorized Representative

Date

ORGANIZATION AUTHORIZED REPRESENTATIVE(S)

Name of Authorized Representative

Signature of Authorized Representative

Date

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Last Updated: February 20, 2022