

FURMAN UNIVERSITY

OLLI ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

I, _____, the undersigned, acknowledge that I am at least 18 years of age, and I agree that I am voluntarily signing this Osher Lifelong Learning Institute at Furman (“OLLI”) **ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT** to participate in potentially physically challenging programs offered by OLLI (the “Activities”) between August 15, 2023 and July 1, 2024.

I agree to abide by the policies, procedures and protocols of OLLI and Furman University during my participation in the Activities.

I acknowledge and agree that Furman University reserves the right in its sole discretion to cancel the Activities at any time.

I hereby grant permission to Furman University or its agents and emergency responders to arrange or render medical treatment or evacuation or any other medical services (“Medical Care”) deemed necessary or appropriate for my safety and well-being, if I should become injured or ill during or in connection with my participation in the Activities.

I grant Furman University full permission to use, reproduce, edit, display, broadcast, distribute, copyright, and create derivative works of photographs and/or videos of me either alone or with others (including on the university website or in other electronic form, print, or media) for the purpose of promoting the university and sharing my accomplishments with others. I understand that Furman University is not required to compensate me for the use of such photographs and/or videos. I release all claims against Furman University and others with respect to the copyright, publication, or use of such photographs and/or videos, including any claim for compensation related to their use, and I waive any right to inspect or approve the photographs and/or videos used.

1. Assumption of Risk - Activities

I acknowledge that my participation in the Activities is voluntary. I understand and agree that there are inherent risks associated with (or arising out of or related to) my participation in the Activities, including but not limited to the possible risk of **emotional injury; theft/loss of property; and/or minor, moderate, severe or fatal physical injury and/or reactions or complications resulting therefrom** arising out of and/or related to travel to and from the Activities and location(s) visited during the Activities, forces of nature, slips and falls at the location, food consumption, and:

- Outdoor and sporting activities, including, but not limited to biking, hiking, backpacking, swimming, tennis, golf, and aerobics;
- Exposure to rain, heightened water levels, snow, heat, and cold;
- Dangerous terrain including slippery rocks, wet trails, or creeks;
- Exposure to wildlife and poisonous plants which may carry harmful diseases, or be otherwise destructive;
- Lack of immediate medical assistance since some activities occur in remote areas, often in areas of poor communication, and rescues take time.

Physical injuries may include broken bones, sprains, strains, concussion, lacerations, heat-related injuries, cold-related injuries, burns, bug and animal bites, clawing, stings, allergic reactions, infection, strokes, drowning, paralysis and even death.

I acknowledge and agree that it is not possible to fully list each and every individual risk associated with (or arising out of or related to) the Activities.

In consideration of being permitted to participate in the Activities, I voluntarily agree to assume and accept responsibility for all risks associated with (or arising out of or related to) my participation in the Activities, including but not limited to those set forth above, and to be solely responsible for any theft/loss of property, emotional, and/or physical injury (including death), loss, or damage that I may sustain as a result of such risks.

2. Assumption of Risk – COVID-19

I acknowledge that it is recommended that individuals become fully vaccinated against COVID-19. I am aware and acknowledge that based on current guidance from the CDC available at www.cdc.gov, certain individuals are or may be at a higher risk for (i) contracting or becoming ill from COVID-19 and/or (ii) severe illness (including in some cases death). I am aware and acknowledge that public health officials update the foregoing information and conditions as their understanding of COVID-19 continues to evolve. I acknowledge I have had the opportunity to review warnings and recommendations from the CDC, and I understand and agree that I should apprise myself of such updates as they become available.

I understand and appreciate that my participation in the Activity may increase the risk that I contract COVID-19. In consideration of being permitted to participate in the Activity, I voluntarily agree, to the maximum extent permitted by law, to assume and accept responsibility for all risks associated with (and/or arising out of or related to) COVID-19, the COVID-19 pandemic, and/or any other epidemic, pandemic, or infectious disease, including but not limited to those set forth above, and to be solely responsible for any injury (including death), loss, or damage that I may sustain as a result of such risks.

3. Release of Liability

In consideration of being permitted to participate in the Activities, I agree, to the maximum extent permitted by the law, to release Furman and its officers, trustees, employees, volunteers, students, and representatives, from and against any present or future claim, expense, action, loss, or liability for injury to person or property that I may suffer, or for which I may be liable or responsible to any other person, during or in connection with my participation in the Activities and associated with (or arising out of or related to) my participation in the Activities, irrespective of the cause, including negligence on the part of Furman or its officers, trustees, employees, volunteers, students, or representatives and/or the intentional acts of, or misconduct by, individuals or entities other than Furman; and/or any financial or other obligations I incur as a result of any Medical Care I receive during or in connection with the Activities.

I understand that by signing this ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT, which I am doing voluntarily, I am relinquishing substantial legal rights, including the right of financial recovery for injury, loss, or damage, whether that injury, loss, or damage results from the inherent and/or enumerated risks of participating in the Activities or from the ordinary negligence of another party.

I agree that if any of the provisions of this ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT become invalid, illegal, or unenforceable in any respect under any law, such provision shall be changed and interpreted to best accomplish the objectives of such provision within the limits of applicable law.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO BIND MYSELF, MY HEIRS, EXECUTORS AND REPRESENTATIVES IN THE EVENT OF MY DEATH OR INCAPACITY.

Participant's Signature

Today's Date