

THE INSTITUTE FOR LEARNING IN RETIREMENT LIABILITY WAIVER

Spring/Fall 20 _____

Acknowledgment of Activity Member Responsibility, Express Assumption of Risk, & Release of Liability

With the COVID-19 pandemic, I understand that during my participation in this Institute for Retirement (“ILR”) Activity I may be exposed to COVID-19 and a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Activity and cannot be eliminated without destroying the unique character of the Activity. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, death and exposure to COVID-19 (“Injuries and Damages”), as part of the hazards of travel, and the ILR has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip facilitators, illnesses, and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in outdoor events such as the ILR Activities/Trips and I appreciate that I may have to exercise extra care, such as wearing of masks and social distancing, for my own person and for others around me in the face of such hazards, including COVID-19. I further understand that on this Activity there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant in an Activity, and the services and amenities to be provided by the ILR in connection with the Activity, I confirm my understanding that:

- I have read any rules and conditions applicable to the Activity made available to me; I will pay any costs and fees for the Activity; and I acknowledge my participation is at the discretion of the facilitator.
- The Activity officially begins and ends at the location(s) designated by the ILR. The Activity does not include carpooling, transportation, or transit to and from the Activity, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by the ILR during the Activity.
- If I decide to leave early and not complete the Activity as planned, I assume all risks inherent in my decision to leave and waive all liability against the ILR arising from my decision. Likewise, if the facilitator has concluded the Activity, and I decide to go forward without the facilitator, I assume all risks inherent in my decision to go forward and waive all liability against the ILR arising from that decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY the ILR, its officers, directors, employees, agents, and facilitators from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of the ILR, its officers, directors, employees, agents, and facilitators, in any way connected with this Activity. I further agree to HOLD HARMLESS the ILR, its officers, directors, employees, agents, and facilitators from any claims, damages, injuries, or losses cause by my own negligence while a participant in the Activity. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators, and assigns, and includes any minors accompanying me at the Activity.
- I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Activity.

I have read the **Acknowledgment of Activity Member Responsibility, Express Assumption of Risk, and Release of Liability** in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Activity.

PRINTED NAME	SIGNATURE	CELL PHONE	EMAIL ADDRESS

ADDRESS	EMERGENCY CONTACT	EMERGENCY CONTACT PHONE