

## COVID-19 Compliance, Liability Waiver, and Assumption of the Risk

The novel coronavirus, COVID-19, is a highly contagious and potentially life-threatening disease declared by the World Health Organization to be a global pandemic. There is currently no vaccine for COVID-19 and information about COVID-19 is continually evolving and subject to change. COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic. It is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

Aware of the foregoing, I am voluntarily entering the campus ("Campus") of Babson College ("College"). As a condition of entering onto the Campus, including any and all property owned or controlled by the College, I acknowledge, understand and agree to be bound as follows:

- i. given the many unknowns relating to COVID-19, it is not possible to fully identify or list each and every individual risk of contracting COVID-19;
- ii. the College cannot limit all potential sources of COVID-19 infection;
- iii. if I am exhibiting any symptom potentially associated with COVID-19, including but not limited to acute respiratory illness, fever, chills, cough, shortness of breath, muscle or body aches, fatigue, headache, or new loss of taste or smell, I will not enter the Campus or will promptly remove myself from the Campus;
- iv. I will comply with applicable College policies, rules, regulations, and precautions including those relating to Personal Protective Equipment ("PPE"), all of which may be updated from time to time. I acknowledge that my failure to do so may result in action including but not limited to removal from the Campus;
- v. the use of PPE and other precautions do not remove all risks of illness, nor do they make it inherently safe to enter the Campus. I alone have to determine the sufficiency of any PPE or other precautions that I decide to take to minimize the risks associated with entering the Campus;
- vi. the risk of becoming exposed to or infected by COVID-19 at the College may result from the actions, omissions, or negligence of myself and others, including, but not limited to, College trustees, employees, agents, contractors, volunteers, and students;
- vii. I have asked for and/or been given any information that I may need to determine the risks associated with entering the Campus and to make an informed assumption of those risks;
- viii. no party related to College, including any officer, employee, agent, volunteer, or student, has made any representations to me regarding the safety of, or the risks of, entering the Campus. I have relied instead on my own judgment as to whether to undertake the risks;
- ix. I knowingly and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering the Campus and that such exposure or infection may result in personal injury, illness, permanent disability, or even death;
- x. I knowingly and voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19, as well as from the use of any PPE, including face masks, that the College may voluntarily provide to me.

I fully absolve the College, its trustees, officers, employees, agents, and contractors of any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my entering the Campus.

I agree, on behalf of myself, my personal representatives and heirs, not to make or participate in any type of legal or equitable claim against the College, or any of its trustees, officers, employees, agents or contractors with respect to any exposure I may have to COVID-19, whether it arises through the negligence, omission, default or other action of anyone affiliated with the College, including but not limited to students. I further agree that if any such claim is made, I will fully indemnify, defend, and hold harmless the College with respect to any such claim.

In the event any terms and/or provisions of this Agreement conflict or are inconsistent with the terms and/or provisions of any other agreement between Babson College and me, the terms and/or provisions of this Agreement shall govern and control to the extent of the conflict or inconsistency.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY CONSENT TO THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM, AMONG OTHER THINGS, WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE COLLEGE, ITS TRUSTEES, OFFICERS, FACULTY, STAFF, STUDENTS, AGENTS, REPRESENTATIVES, CONTRACTORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.