



Journey from Bethlehem to Salem

WAIVER AND RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

Adult Participant

Participation in programs and activities facilitated by Salem Academy and College (“Salem”) may involve substantial risk of bodily injury, property damage, and other dangers. Salem cannot ensure that participation in such programs and activities is free from risk. By signing this Waiver and Release, Assumption of Risk, and Indemnification Agreement, as an individual who wishes to voluntarily participate in ***Journey from Bethlehem to Salem*** from September 28, 2021 to October 26, 2021 as participants walk from Bethlehem, Pennsylvania to Winston-Salem, North Carolina to honor the journey undertaken by the Salem Single Sisters in celebration of the 250th Anniversary of Salem (the “Activity”), I assume sole responsibility for any risk to which I may be exposed as a result of my participation in the Activity and release Salem from all related liability.

Waiver and Release. In consideration of Salem allowing me to participate in the Activity, on behalf of myself and my personal representatives, executors, administrators, and assigns (collectively, the “Releasing Parties”), **I hereby release, waive, and discharge Salem and its officers, directors, employees, contractors, volunteers, agents, and assigns (collectively, the “Released Parties”) from any and all liability, damages, claims, actions, costs, attorneys’ fees, and expenses of any kind whatsoever that directly or indirectly result from or are in any way related to my participation in the Activity.** On behalf of the Releasing Parties, I acknowledge and agree that the foregoing waiver and release includes, but is not limited to, claims and costs for personal injury, property loss, illness, and death, whether caused entirely or in part by any act, failure to act, or negligence of the Released Parties. On behalf of the Releasing Parties, I covenant not to sue the Released Parties for any liability, damages, claims, actions, costs, attorneys’ fees, or expenses released hereunder.

Assumption of Risk. I understand that participation in the Activity is voluntary and includes certain inherent risks that cannot be eliminated. The specific risks vary from one activity to another and range from minor to catastrophic. I acknowledge and agree that I am solely responsible for any loss, accidents, injuries, illness, and costs resulting from my participation in the Activity.

Indemnification. On behalf of the Releasing Parties, I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions, suits, costs, expenses, damages, liability, and attorneys’ fees resulting from my participation in the Activity.

Health Insurance. I agree that I will be covered throughout the Activity by a policy of comprehensive health insurance, which provides coverage for any injuries and illnesses that I may sustain as a result of the Activity.

COVID-19 Acknowledgment. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-

to-person contact. As a result, international governments and health agencies recommend social distancing, frequent hand-washing, and the use of masks (collectively, “COVID-19 prevention practices”).

By voluntarily participating in the Activity during the COVID-19 pandemic, I understand and agree as follows:

- I am responsible for following COVID-19 prevention practices, including any health and safety requirements implemented by Salem to reduce the spread of COVID-19;
- I am increasing my risk of contracting COVID-19 by participating in the in-person Activity;
- I voluntarily assume the risk that I may be exposed to or infected by COVID-19 from participating in the Activity; and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death;
- The risk of becoming exposed to or infected by COVID-19 during the Activity may result from the actions, omissions, or negligence of myself and others including the Released Parties; and
- **I accept sole responsibility for any COVID-19-related injury, illness, damage, liability, claims, loss, or expenses that result from my participation in the Activity (“COVID-19 Loss”), and I understand and agree that the foregoing Waiver and Release, Assumption of Risk, and Indemnification provisions apply to and include any COVID-19 Loss.**

Severability. If any portion of this agreement is held to be invalid, it is agreed that the remainder of the agreement shall continue in full force and effect. This agreement shall be construed in accordance with the laws of the State of North Carolina without regard to any conflict of law principles, and the courts embracing Forsyth County, North Carolina shall have exclusive jurisdiction and venue over any actions arising out of this agreement.

Acknowledgment of Understanding. I acknowledge that I am at least 18 years of age, have fully read this agreement, and understand and agree to its terms. I understand that I am giving up substantial rights under this agreement, including the right to sue the Released Parties for any loss resulting from my participation in the Activity. I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

A signed copy of this agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

Printed Name of Adult Participant

Signature of Adult Participant

Date