

MEMORANDUM

TO: EICRT Return to Campus Sub-group

FROM: Sub-sub-group on Warnings and Waivers in COVID-19 era

DATE: June 29, 2020

RE: COVID-19 era - Guidance on Drafting and Use of Warnings

Sub-sub-group members

Youndy Cook
Patrick Pabian
Andrea Gandy
Peter Mitchell

Natasha Hellerich
Patrick Burt
Kerry Welch

Sub-sub-group Charge:

As the UCF community returns to a full range of campus operations, it is important that members of the campus community and also visitors understand the risks posed by COVID-19 in all facets of public life, including as individuals partake of different services offered by the University or participate in different activities/events at the University.

Therefore, we were charged to: Create guidance for the community and event/activity organizers (or those departments or units reassessing existing activities) to determine when to use some level of informative communication/warning, acknowledgement, or waiver related to COVID-19; Provide assistance on content for such documents.

Levels of Messages/warnings/agreements (“Warning Level”):

The group identified the following levels of warnings that would be appropriate for different campus units and event/activity organizers to use in appropriate circumstances:

1. Disclaimer or Subject Warning (D) –

How: passive delivery - via signage or documentation

What: This would be a general statement articulating identifiable risks and advising the participant that the risks are there and that the participant may choose to proceed. Effectively, a warning about current or

anticipated conditions, often combined with a repudiation of responsibility for the participant's choice.

2. Acknowledging risk in the environment (“assumption of risk”; “acknowledgement of risk”) (AR) –

How: either placed into documentation (passive) or signed off (minimal action required)

What: This is a more specific statement, usually one that explicitly states or otherwise affirms that a participant has been put on notice of risk and has, with that knowledge, chosen to proceed. Effectively, a stronger version of a warning but sharing many of the same qualities. Many such documents share features of ‘informed consent.’

3. Release/Waiver/Indemnification (RW) –

How: active delivery with participant response - agreement and sign off required – seek assistance from Office of the General Counsel to help prepare this type of document

What: Each of these is some formalized version of a participant's relinquishment of a claim. Such an act should be in writing and signed by the participant; the document should include language that puts the participant on notice that rights or claims are being relinquished and should articulate in concise terms the nature of the rights or claims being relinquished.

Identifying an Appropriate Warning Level

The group identified different types of activities and spaces where an attendee/user/participant (individually and collectively referred to throughout this document as “participant”) can or should be warned or required to acknowledge risk or waive rights. For example:

- (i) events/activities that are **non-academic and voluntary** which involve close contact (e.g., intramural sports, adventure trips offered by RWC) and/or involve readily identifiable risk (e.g., Rec & Wellness, staff gym, certain volunteer activities, challenge course);
- (ii) events/activities that are **academic and voluntary** but which involve identifiable risk (e.g., field training in healthcare setting where alternate assignment is available; field trips; other field/service learning experiences);
- (iii) events/activities that are **academic and mandatory** (e.g., mandatory field training such as clinical training assignments in healthcare setting);
- (iv) services that the University **provides to community** (e.g., Creative School, camps); and
- (v) **traditional campus services** that involve close contact and likely congregation of users (e.g., housing, dining) or **campus events** that involve close contact for extended periods (e.g., commencement).

The chart below offers examples of some events and activities that occur at UCF and for which some warning seems reasonable. If there are questions about a specific type of place/event/activity that is not on the chart, please reach out to the Office of the General Counsel for assistance with creating a document that will be appropriate.

Guidance on Disclaimer, Waiver, Release Determination		
Categories	Actions Necessary	Examples
Non-academic & Voluntary	RW	Recreation & Wellness Center
		Intramural sports
		Adventure Outings, Alternative Spring Break
	AR	Athletic event attendance
		Tailgating events sponsored by university department
		Hosted campus events
Academic & Voluntary	D	Library
		Expanded Study Services (All Knight Study)
	AR	Non-required Internships
		BOT Meetings
		Visual arts attendance (theater) Homecoming events with signup Performance groups – marching band, chorus, etc.
	RW	Study Abroad, All international travel
Academic & Mandatory	D	Required internships, including clinical field experiences
		Student teaching
		Training laboratories (skills labs)
	D or AR*	Performing arts
	AR or RW*	Creative School

University Services offered to community		Summer campus
		Rental/license of university space for third party use
Traditional Campus Services from UCF &/or third parties	D	Dining
		Retail facilities
		Student Union
		Library
		University retail
		Lounges (Tech commons, etc.)
Other	D or AR*	BOT meetings and similar
	D	Commencement
	D	All-comers events** (Spirit Splash, wellness fairs, etc.)
	D	In-person guest lecture

KEY: D – Disclaimer; AR – Assumption of Risk; RW – Release/Waiver

Note: When a type of event or activity falls in to more than one category above, use the higher level protection.

This document serves as a guiding framework. The final determination of warning level may deviate from guidelines above based on additional factors of events or activities that increase or decrease risk (i.e. physical interaction, population involved).

*Where two different warning levels are identified, event/activity organizer should use the level of warning that is most appropriate to the specifics of the event/activity, keeping in mind that greater person-to-person contact increases COVID exposure risk.

** The presence of “All-comers events” like Spirit Splash or wellness fairs on the list above is not a suggestion that such events should be organized, but rather a recognition that over time, in-person gatherings will resume and that such items should be included in the list to be fully reflective of activities/events we would typically see at UCF.

Drafting an Appropriate Warning at Each Warning Levels

Disclaimer/Subject Warning:

A disclaimer serves to put the participant on notice of a condition or risk, and passively permits the participant to continue with knowledge of that condition or risk. Many disclaimers will also express that the property owner or the event/activity organizer is not responsible for anything that may happen to the participant or the participant’s property as a result of the condition or risk for which the participant is now on notice. If

you have ever left your car with valet, you may have noticed a disclaimer on your valet stub. Disclaimers/subject warnings are often quite specific and concise:

COVID-19 Example:

- COVID-19 WARNING -

An inherent risk of exposure to COVID-19 exists here. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By entering this venue, you voluntarily assume all risks related to exposure to COVID-19.

Assumption of Risk

An assumption of risk is a disclaimer in the sense that it serves to put the participant on notice of a condition or risk – generally by providing some concise information about the activity/event and the risk involved. As a legal matter, assumption of risk is based on the idea that a person who proceeds into a risk area or activity knowingly assumes the risk of that area or activity if the risk is open and obvious or the person has been put on notice of the risk. An assumption of risk may but does not have to specifically state that the participant, with knowledge of that condition or risk, is actively deciding to proceed regardless of the risk. An assumption of risk sends a more powerful message when actively acknowledged (such by click through, RSVP, or signature).

An effective assumption of risk can be concise, but will usually be more involved than a disclaimer.

A formal assumption of risk may include a detailed provision like this one:

(1) *Assumption of Risk: I acknowledge that by [participating in ACTIVITY] during the pandemic, I may likely be exposed to COVID-19 or other risks that may result in my illness, personal injury or death and I understand and I choose to voluntarily [participate in ACTIVITY] and accept all risk to my health that may result therefrom, and understand and accept that. UCF cannot control these risks and may not be able to provide the necessary medical care that my situation may require. I understand that UCF is not responsible for any medical or other expenses associated with any property damage or personal injury I may sustain and that UCF does not maintain any insurance coverage pertaining to any potential illness I may develop or other damage I may sustain. As such, I am aware that I should review my personal insurance coverage. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me as a result of [participating in ACTIVITY].*

COVID-19 Example for an Event:

Covid- 19 Warning/Acknowledgement of Risk and Required Health Measures

The University of Central Florida is especially focused on the health and well-being of all members of the university community and its guests. The university cannot guarantee a risk-free environment. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. The University has adopted the following health measures to help reduce the likelihood of spread of COVID-19 on campus; these measures are required of all individuals on UCF's campus and facilities. By attending this event you voluntarily assume all risks related to exposure of COVID-19 and agree to the following:

- Wear face coverings at the event;
- Remain at least six (6) feet apart from other guests;
- Observe any additional guidelines that may be posted or communicated at the venue/event;
- To follow good hygiene guidance such as regular hand washing, avoiding touching one's face, and disinfecting all touched items; and
- Not attend the event in if, within 72 hours prior to the event, you or anyone in your household has either developed a fever (temperature of 100.4° or higher) or has had potential symptoms of COVID-19. Symptoms include, but are not limited to: fever or **chills**, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea.

All visitors must comply with the instructions given to them and the health measures outlined above. Individuals who violate this policy may be asked to leave UCF facilities.

Release/Waiver/Indemnification

Please review the following information related to waiver/release/indemnification agreements. If you believe that an activity or event you are planning requires such a document, please consider what elements you wish it to contain and how you will explain your activity/event and the risks entailed and then contact the Office of the General Counsel (gcounsel@ucf.edu) to finalize a document for your activity/event.

Release/waiver/indemnification agreements are generally more comprehensive than either of the other two warning level documents. A waiver/release/indemnification will identify the parties, identify the activity/event, identify against whom claims are being released ('the releasees') and typically include strong language about both the risk

and the knowing relinquishment of potential legal claims arising out of injury/damage alleged to be due to that risk. A release/waiver document often includes assumption of risk language along with waiver language. Such documents should be signed/e-signed by the participant. Where an event is using an online ticketing/RSVP system, a click-through form of assent is acceptable.

A key component of a release/waiver is a release of liability statement, which is a statement that the participant is releasing legal claims against identified persons/entities. For example: “In consideration of being permitted to participate in internship/clinical placement at the Site (the “Event”), I do hereby release, waive and discharge the Site, the University of Central Florida Board of Trustees, Florida Board of Governors, their respective representatives, trustees, officers, employees, agents, contractors and advisors (“Released Parties”) from any and all actions, damages, claims or demands which I, my heirs, personal representatives, executors, administrators, or assigns may have against any and all of the aforementioned for any and all personal injuries, accidents or illnesses (including death), known or unknown, which I have or may incur by participation in the above stated Event and for all damages and loss to my property.”

Often, a release/waiver document will include an explicit covenant not to sue as part of the release of liability: “By checking the box below, I, invited guest, voluntarily assume all risks related to exposure to COVID-19 and hereby agree to **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** for any and all purposes The UNIVERSITY OF CENTRAL FLORIDA, the UCF BOARD OF TRUSTEES, the STATE OF FLORIDA and the FLORIDA BOARD OF GOVERNORS and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as **RELEASEES**) **FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in the event in any way, whether caused by **RELEASEES**’ negligence or otherwise, or while on the premises owned or leased by **RELEASEES**.”

While a release/waiver/indemnification agreement is more comprehensive than an assumption of risk, and therefore sometimes more complicated, that does not mean that the language can be hard to understand – all warning level documents should be drafted to be clear, using language that can be plainly understood.

Example of an assumption of risk with waiver language from an event:

COVID-19 WARNING AND ASSUMPTION OF RISK

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable.

By confirming your RSVP to the _____ event, you agree to wear face coverings at the event and maintain physical distancing (except with family or household members), as well as to observe any additional guidelines that may be posted or communicated at the venue/event. You also agree to withdraw your RSVP, if, within 72 hours prior to the event, you or anyone in your household has either developed a fever (temperature of 100.4° or higher) or has had potential symptoms of COVID-19. Symptoms include, but are not limited to: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea.

By checking the box below, I voluntarily assume all risks related to exposure to COVID-19 at the event and agree not to hold the University of Central Florida, the University of Central Florida Board of Trustees, the Florida Board of Governors, and any of their directors, officers, employees, agents, contractors, or volunteers liability for any illness or injury I may suffer or sustain while participating in the event, regardless of how caused.

Guidance on use and drafting of Warnings (disclaimers, waiver, releases, and similar written instruments) for the COVID-19 era

APPENDIX

Appendix: Sample language

- A. General disclaimer re COVID-19 - D
 - 1. Disney Springs “COVID-19 Warning”
 - 2. Campus signage
- B. Assumption of Risk
 - 1. COVID-19 Addendum to UCF Downtown Space Use Agreement
 - 2. Basic Assumption of Risk Language
 - 3. William Jessup University
- C. Release/waiver
 - 1. Clinical Internship (as an exception to general rule of no field work)
 - 2. For event/party with visitors to campus

A. General Disclaimer Language

1. Disney Springs signage and website language:

COVID-19 Warning

We have taken enhanced health and safety measures—for you, our other Guests, and Cast Members. You must follow all posted instructions while visiting Disney Springs.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the [Centers for Disease Control and Prevention](#), senior citizens and Guests with underlying medical conditions are especially vulnerable.

By visiting Disney Springs you voluntarily assume all risks related to exposure to COVID-19.

Help keep each other healthy.

Links for Disney and Universal:

<https://www.disneysprings.com/reopening/>
<https://www.universalorlando.com/web/en/us/terms-of-service/reopening-frequently-asked-questions>
<https://www.universalorlando.com/web/en/us/terms-of-service/operations-update>

2. ***COVID-19 Language for Posted Signs at a campus venue/event***

- COVID-19 WARNING -

An inherent risk of exposure to COVID-19 exists here. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By entering this venue, you voluntarily assume all risks related to exposure to COVID-19.

B.1. Assumption of Risk/Acknowledgement of Health Precautions

Addendum to the UCF Downtown Use Agreement

WHEREAS, Customer recognizes that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable.

WHEREAS, UCF has taken enhanced health and safety measures for guests, students, faculty, and staff members; however, these increased measures will not mitigate all risk of exposure to COVID-19.

NOW THEREFORE, the parties make this Addendum part of the UCF Downtown Use Agreement and agree as follows:

1. **UCF Guidelines.** The University has adopted the following health measures to help reduce the likelihood of spread of COVID-19 on campus. These measures are required of all individuals on UCF's campus and facilities:
 - Face coverings must be worn in all inside common spaces (e.g., classrooms, common work spaces, meeting rooms, etc.) or when six feet of physical distancing cannot be maintained, except as noted in Section F.3. of the [UCF COVID-19 Return to Campus Policy](#);
 - Individuals are to practice six feet physical distancing to the greatest extent possible;
 - Those persons identified by the CDC as being at higher risk (see CDC guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>) are encouraged to consider their own personal health status and increased risk factors prior to coming to UCF's campus;
 - Individuals on UCF's premises are to follow good hygiene guidance such as regular hand washing, avoiding touching one's face, and disinfecting all touched items; and
 - Take personal responsibility by following all Florida Department of Health and CDC health measures, including remaining at home when ill or if any person living in the same residence is sick with COVID-19 symptoms. CDC guidance as to COVID-19 symptoms is found here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

Customer agrees that Customer will follow all UCF guidelines related to COVID-

19, as outlined above. Furthermore, it is the Customer's responsibility to ensure that any invitee, guest, employee or independent contractor of Customer receives notice of and complies with UCF's guidelines. Failure to do so may result in termination of this Agreement and immediate removal from the property, without refund.

2. **Covid-19 Operations.** The parties acknowledge that each party has been required to modify its operations due to the Covid-19 pandemic, and that such modifications may limit or restrict either party's ability to perform its obligations under this Agreement. Each party shall use reasonable efforts to fulfill their respective obligations under this Agreement within the timelines set forth herein; provided, however, that, notwithstanding anything to the contrary in this Agreement: (i) neither party shall have an obligation to take any action, or refrain from taking any action, which would be contrary to any law, regulation, or guidance issued by any governmental authority or any guidance, process, or procedure of either party relating to the Covid-19 pandemic; (ii) neither party shall have any liability for any delay or failure to perform under this Agreement to the extent attributable to the Covid-19 pandemic; and (iii) in the event the performance of any obligation set forth in this Agreement is delayed as a result of the Covid-19 pandemic, the party responsible for such obligation shall resume performance of such obligation as soon as reasonably practicable and the parties will work together in good faith to adjust any timelines set forth in this Agreement in a manner reasonably necessary to accommodate such delay.
3. **Assumption of Risk.** By entering into this Agreement, Customer voluntarily assume all associated risks and liabilities related to exposure of COVID-19. Furthermore, Customer agrees to indemnify, defend and hold harmless, UCF Downtown, its parents, subsidiaries, officers, employees, agents, joint venture partners, affiliated entities and representatives, from and against any and all claims, demands, actions, damages, losses, costs, penalties, liabilities, expenses or deficiencies asserted against UCF related to or arising from exposure or transmission of COVID-19.

B.2. Basic Assumption of Risk Language

I acknowledge that by [participating in ACTIVITY] during the pandemic, I may likely be exposed to COVID-19 or other risks that may result in my illness, personal injury or death and I understand and I choose to voluntarily [participate in ACTIVITY] and accept all risk to my health that may result therefrom, and understand and accept that UCF cannot control these risks and may not be able to provide the necessary medical care that my situation may require. I understand that UCF is not responsible for any medical or other expenses associated with any property damage or personal injury I may sustain and that UCF does not maintain any insurance policy pertaining to any potential illness I may develop or other damage I may sustain. As such, I am aware that I should review my personal insurance coverage. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me as a result of [participating in ACTIVITY].

B.3. William Jessup University

COVID-19 Warning

While this Plan was created to provide enhanced health and safety measures for our Campus Community, with the intention to mitigate the risk of COVID-19 on the Jessup campus and any potential spread within our campus community, we acknowledge that elimination of risk on campus - while still operating with on-campus classes, residential housing, athletics, and campus events - is impossible.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the [Centers for Disease Control and Prevention](#), senior citizens and those individuals with underlying medical conditions are especially vulnerable.

By engaging in the on-campus community of William Jessup University, you voluntarily assume all risks related to exposure to COVID-19.

Students can help keep our community healthy by being mindful of their actions and following the On-Campus Health and Safety protocols, herein.

C.1. Release and Waiver – Clinical Internship Setting where alternate assignment available

ACADEMIC INTERNSHIP/CLINICAL PARTICIPATION WAIVER AND RELEASE DURING COVID 19 RESTRICTIONS

Student Name: _____
College: _____
Program: _____
Site: _____

I have been advised by the College that classes at the University of Central Florida, including my Program, have been moved to on line instruction to address concerns regarding COVID-19. My Program requires internship/clinical hours to complete the degree. I acknowledge that the University will permit me to complete the assigned internship/clinical hours at _____ (the Site) for as long as the Site permits my participation. *However*, I also have been advised that I may instead complete the required internship/clinical hours in an upcoming academic term when the risk of COVID-19 has been addressed, and I may be assigned an incomplete or other academic time extension for up to one year. I am knowingly electing to participate in internship/clinical at the Site and knowingly accepting the risks as outlined both by the [CDC](#), UCF, and the Site (if applicable, include link).

In consideration of being permitted to participate in internship/clinical placement at the Site (the “Event”), I do hereby release, waive and discharge the University of Central Florida Board of Trustees, Florida Board of Governors, State of Florida, their respective representatives, trustees, officers, employees, agents, contractors and advisors (“Released Parties”) from any and all actions, damages, claims or demands which I, my heirs, personal representatives, executors, administrators, or assigns may have against any and all of the aforementioned for any and all personal injuries, accidents or illnesses (including death), known or unknown, which I have or may incur by participation in the above stated Event and for all damages and loss to my property.

I understand that if I become ill or symptomatic or there are additional advisories or other external restrictions on my participation in the internship/clinical experience, I may be removed from the Site immediately.

I understand that I have been provided an option to complete the hours necessary when the COVID-19 risk is abated to permit me to earn the academic competency and credit required of my academic program. I also understand that the guidance from the CDC and UCF may change, and I may be required to adhere to those changes. However, I choose to undertake the internship/clinical at this time and I understand that my participation is completely voluntary and may include inherently dangerous activities that expose me to certain dangers and risks, including but not limited to all risk associated with the COVID-19 virus, such as serious illness, hospitalization or death; risk that is elevated for individuals with underlying medical conditions such as diabetes, lung disease and heart disease.

I further expressly agree that the foregoing acknowledgement of risk and waiver of liability is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion is held invalid, it is agreed that the balances shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, am at least 18 years of age. I have read this Acknowledgement of Risk and Waiver of Liability and fully understand its terms. I acknowledge that I am signing this waiver freely and voluntarily with full knowledge of its significance. **If the participant is younger than 18 years of age, then his/her parent or legal guardian must also sign where indicated below.**

Printed Name

Signature

Date: _____

Parent/Legal Guardian Consent (if applicable): I am the parent or legal guardian of the participant indicated above, who is under the age of 18. I agree on behalf of my child or ward to all the terms contained in this release.

Signature of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian

Date: _____

C.2. Release and Waiver for Invite-Only Event/Party (via electronic portal/event registration system)

COVID-19 RSVP Language

COVID-19 WARNING!!!

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable.

By confirming your RSVP to this event, you agree to wear face coverings at the event and remain at least six (6) feet apart from other guests, as well as to observe any additional guidelines that may be posted or communicated at the venue/event. You hereby also agree to withdraw your RSVP, if, within 72 hours prior to the event, you or anyone in your household has either developed a fever (temperature of 100.4° or higher) or has had potential symptoms of COVID-19. Symptoms include, but are not limited to: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea.

By checking the box below, I, invited guest, voluntarily assume all risks related to exposure to COVID-19 and hereby agree to **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** for any and all purposes The UNIVERSITY OF CENTRAL FLORIDA, the UCF BOARD OF TRUSTEES, the STATE OF FLORIDA and the FLORIDA BOARD OF GOVERNORS and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as **RELEASEES**) **FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in the event in any way, whether caused by **RELEASEES'** negligence or otherwise, or while on the premises owned or leased by **RELEASEES**.

[] I hereby agree to all of the terms and conditions set forth herein.