

## EVENT ACKNOWLEDGMENT AND RELEASE AGREEMENT

This Event Acknowledgment and Release Agreement ("Release") is entered into as of the date of signature ("Effective Date") between Texas Tech University Health Sciences Center, a Texas public institution of higher education located in Lubbock, Texas ("University"), \_\_\_\_\_ campus, and \_\_\_\_\_ ("Event Representative").

1. **Event.** Event Representative intends to operate a \_\_\_\_\_ ("Event") on University's campus.
2. **Acknowledgment of Risk.** Event Representative acknowledges that the nature of the Event to be held on University's Campus, may expose Event Representative or any Event attendees or staff to hazards or risks that may result in personal injury, illness, or death, caused by: (a) engaging in the Event or events associated with Event; (b) traveling via any means of transportation to or from the Event or during the duration of the Event; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Event or related activities; or (d) exposure to other dangerous conditions associated with the Event. Event Representative further acknowledges that while University will make reasonable efforts to follow all federal, state and local guidelines concerning the operation of the Event in light of COVID-19, that attendance at the Event inherently carries a risk of possible exposure to COVID-19, which may result in serious illness or death.
3. **Representations of Event Representative.** Event Representative represents: (a) Event Representative is at least eighteen (18) years of age; (b) Event Representative has the requisite capacity and legal authority to execute this Release; (c) Event Representative is physically and mentally able to participate in all aspects of the Event or related activities; and (d) Event Representative is able to be in the presence of, as well as use, the materials, tools, supplies, or equipment or other items associated with or utilized during the Event or related activities.
4. **Conduct and Compliance with Laws and Policies.** Event Representative represents they will comply with all applicable federal, state, and local laws, and University operating policies and direction in Event Representative's conduct while engaging in the Event, including but not limited to all CDC guidelines concerning activities in light of COVID-19 and all University Procedures or Policies related to emergency operations. More information on the CDC guidelines can be found at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>. University requires Event Representative to comply with all guidance set forth by the current CDC guidance, including all social distancing requirements, screening measures, hygiene practices, provision of personal protective equipment for all persons on University's campus, and education of all employees regarding CDC guidance regarding prevention and compliance. Current CDC guidance and University policy includes, but is not limited to:
  - Maintaining a social distance of at least six feet between individuals.
  - Washing hands with soap and water for at least 20 seconds. Use of hand sanitizer with at least 60% alcohol if soap and water are not available.
  - Ensuring participants or staff who are sick stay home and not return to work until CDC criteria for return are met (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>). Also ensure that participants or staff who are have been in close contact with someone who is sick also stay home and not return until CDC guidelines are met.
  - Screening participants and staff prior to entry onto University's campus through temperature checks and prohibit entry for any person with a temperature exceeding 100 degrees and/or or who state that they are exhibiting COVID-19 symptoms.
  - Requiring all participants and staff to wear masks while on University's campus in accordance with University's policy on facial coverings.

Event Representative is responsible for compliance with CDC guidelines while conducting the Event on University's campus, including temperature screening of individuals upon entry on University's campus, provision of personal protective equipment, and enforcement of all policies including but not limited to requiring facial coverings of all persons. University shall not be responsible for providing any equipment necessary for compliance or for any in person screening necessary to comply with applicable CDC guidelines. Event Representative is responsible for ensuring current compliance with the CDC guidelines and maintaining compliance if such guidelines are updated.

5. **Release of University.** Event Representative understands and agrees that University cannot be expected to control or avoid all risks, including risks of exposure to communicable illness, associated with participation in the Event and related activities; therefore, in consideration of the benefits Event Representative will receive through Event

Representative's facilitating the Event on University's campus, Event Representative does hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND CAUSES OF ACTION (INCLUDING COSTS AND ATTORNEY FEES) FOR ANY AND ALL DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, ARISING OUT OF ANY ACTIVITIES CONDCUTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY EVENT REPRESENTATIVE'S NEGLIGENCE, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER PERSON RELATED THERETO.**

6. **Emergency Medical Treatment.** Event Representative consents to any emergency medical treatment that may be required as a result of accident or illness arising out of participation in the Event or related activities; provided, the cost of any such treatment, including any measures taken in response to isolation from suspected COVID-19 symptoms or other possible exposure requiring isolation, will be Event Representative's sole responsibility. Event Representative acknowledges that University does not provide health and accident insurance for participants engaged in the Event or related activities.
7. **Indemnification.** Event Representative agrees to indemnify, defend and hold harmless University and the Texas Tech University System, and their respective affiliated enterprises, regents, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, related to, or resulting from any act or omission of Event Representative's participation in the Event, including but not limited to the negligent acts or omission of any Event employee or other participant, any indirect employees or volunteer employees of the Event, the University or any staff or faculty of the University, or any liability arising from the Event Representative being exposed to or testing positive for COVID-19 while on the campus of University. The indemnification obligations set forth in the Contract will survive termination or expiration of the camp/conference agreement.
8. **Event Representative expressly assumes all risk of injury and illness from their participation in facilitating the Event.**
9. **Notification in Event of Positive COVID-19 Case.** In the event that Event Representative, any Event participant, or any Event Staff on University's campus (a) tests positive for COVID-19 while Event Representative is facilitating the Event or within fourteen (14) days prior to Event, or (b) has been in close contact with someone that tests positive for COVID-19 during the Event or within fourteen (14) days prior to Event, then Event Representative shall immediately notify their University contact, take immediate action to quarantine themselves, remove themselves from the University immediately, and assist University in identifying any other persons on the University campus who may have come in contact with Event Representative during their participation in the Event.
10. **Compliance with Further Guidelines.** Due to the changing nature of the COVID-19 pandemic, Event Representative will monitor and comply with further CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.
11. **Miscellaneous.** This Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Event Representative expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. By their signature below, Event Representative now agrees to be bound by the terms of this Release for the duration of the Event or related activities, whether such Event began prior to, on, or after the Effective Date.

**Event Representative:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Cell Phone Number (if any)

\_\_\_\_\_  
Event Representative's Alternate Phone

\_\_\_\_\_  
Date