



## CABRINI UNIVERSITY EVENT SERVICE PROVIDER AND/OR PERFORMANCE WAIVER

Release of Liability, Waiver of Claims, Indemnification and Assumption of Risk for providing Event Services On-Site or Virtually;

In consideration for being permitted by Cabrini University (the "University") to provide and participate in the activity substantially as described below (the "Event") and to be legally bound hereby, I (the "Provider"):

- The undersigned \_\_\_\_\_ (**First & Last name**), hereby acknowledge and consent to providing \_\_\_\_\_ (**Name of Event / the Performance**), on or about \_\_\_\_\_ (**date & time**) for the fee of \_\_\_\_\_ (**\$0.0000 FULL AMOUNT**).
- Further, I do hereby grant permission to the University to use the Event photographs, images and/or video recorded or taken of Event for use in materials that include, printed materials, marketing material, brochures, news releases and newsletters, videos, and digital images to the public in any and all formats or on the University website
- KNOWINGLY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY, LOSS OF LIFE OR PROPERTY DAMAGE in connection with the Event, including but not limited to any liability I may incur or reimbursement I may have to make under this Agreement.
- RELEASE the University, its successors, assigns, directors, trustees, officers, employees, agents, representatives and students ("Releasees") from and against any and all liability to me, my personal representatives, assigns, heirs, and next of kin for, and AGREE NOT TO SUE any of them for, any and all injuries (including claims for bodily injury or loss of life) or other damages, expenses or loss, of any kind, that I may suffer or incur, including attorney's fees, arising or resulting, directly or indirectly, from or related to the Event or my activities in connection with the Event, whether or not caused or contributed to by any act, omission or negligence of the Releasees or other participants in the Event.
- AGREE TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the Releasees and each of them from and against any claims, liability, damages, expenses, loss or attorney's fees that they may incur or that may be asserted against them, arising or resulting from or related to, directly or indirectly, my activities in connection with the Event, whether or not caused or contributed to by any act, omission or negligence of the Releasees or other participants in the Event.
- AGREE THAT THIS RELEASE, WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF PENNSYLVANIA and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- AGREE TO obtain prior to the beginning of the Event and maintain throughout the Event, at my sole expense, insurance and coverages. The policy limits required by this section may be satisfied by any combination of primary and excess insurance coverage:
  - Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate.
  - Professional Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - Workers Compensation coverage may be waived if PROVIDER is the sole employee. (\$500,000 bodily injury by accident, \$500,000 bodily injury by disease, \$500,000 Policy Limit).
  - Automobile Liability \$1,000,000 combined single limit. NOTE: Automobile Liability coverage is required whenever PROVIDER or PROVIDER'S agent drives on business related to the Event performance under this Agreement



***I (the "Provider"), request a change in the type, level and/or amount of insurance listed above. I will provide in writing to the University the requested changes for review and approval by the Vice President of Finance and Administration. Insurance change requests are dependent upon the type of service(s) being rendered and the level of risk exposure.***

- AGREE THAT I have been provided all the information and advice I require in order to voluntarily participate in the Event. I have read this agreement in its entirety, agree to abide by its terms, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made to me. I understand that by signing this agreement, I voluntarily forfeit substantial rights. I further understand that the terms of this release, waiver, indemnification and assumption of risk agreement are contractual and not a mere recital.
- UNDERSTAND THAT neither Provider, or the University shall have any liability nor be subject to any penalties (including any costs or damage, consequential and liquidated damages), arising out of delay (directly or indirectly), or for failing to perform contracted services when performance is prevented by mitigating circumstances such as Force Majeure Event including, without limitation, which may result in a reduced service schedule, temporary service suspension or service cancellation.
  - The term "Force Majeure Event" shall mean war, terroristic and/or biological attacks, nuclear, public disorders, riots, acts of enemies, civil or military disturbances, labor actions (including sabotage, strikes, lockouts, picketing, work stoppage) by employees other than those of Provider, fires, floods, earthquakes, windstorms or acts of God, natural disasters or catastrophes, court order or injunction, an order or directive restricting action by a relevant governmental authority, interruptions, loss or malfunction of utilities, communications or computer (software and hardware) services, accidents or breakdowns that could not reasonably have been anticipated or planned, epidemics, pandemics and/or outbreaks of communicable diseases, campus closure and/or restricted access to the campus by local, county or state officials or the federal government (including but not limited to the Pennsylvania Department of Education, Pennsylvania Department of Health, Department of Homeland Security, Centers for Disease Control and Prevention), athletic program cancellation or postponement by the National Collegiate Athletic Association (NCAA) and Divisions of the University or any other cause beyond the reasonable control of either party.
  - Provider and the University agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event
  - Provider and the University understand and agree that such Force Majeure Events may interfere with the efficient performance and contemplated operations under this agreement. The parties agree that if promptly notified of such conditions, Provider will work with the University in good faith to provide services and develop appropriate responses and courses of action, as is practical and reasonable under the circumstances.
  - The University will notify Provider of mitigating circumstances that may result in a reduced service schedule, temporary service suspension or service cancellation. The University will provide full or prorated payment to Provider for work completed prior to the non-performance event(s).
- UNDERSTAND the PENNSYLVANIA DEPARTMENT OF REVENUE ACT 43, effective January 1, 2018, the University provides non-employee compensation or business income to a non-resident individual or disregarded entity that has a non-resident member (limited liability company) for work performed in Pennsylvania and is required to file a 1099-MISC with DOR shall be required to withhold from such payments to Provider an amount equal to the tax rate specified at 72 P.S. § 7302 (currently, 3.07%).

I have read and understand the terms of this agreement. I sign freely and voluntarily.

**IN WITNESS WHEREOF**, the parties to this Waiver subscribe their names to this Agreement as of the date of their respective signatures below.

**PROVIDER:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Provider Signature

**CABRINI UNIVERSITY:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Vice President for Finance and Administration