

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**  
**STUDENT-SPONSORED "HUMANS VS. ZOMBIES" GAME**  
**Rhodes University                      JULY 2017**

1. In consideration for receiving permission from the Rhodes University administration to participate in the student-sponsored Humans vs. Zombies game during the third term 2016, I hereby RELEASE, WAIVE, DISCHARGE Rhodes University, the Board of Trustees of Rhodes University, its officers, agents, and employees as well Gamesoc, its executive committee and the moderators of the game (hereafter referred to collectively as RELEASEES) from any and all liability, claims, demands, and actions whatsoever arising out of or related to any loss, damage, or injury, including death, that I may sustain, or may be sustained by any property that I own, while participating in such activity, and for the duration of the game or while in, on or upon the premises of the University or while off the premises of University. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of RELEASEES to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes liability arising out of delict, tort, contract, strict liability, or otherwise.
2. I am fully aware of the risks and hazards connected with the game of Humans vs. Zombies, which include the risk of injury and even death, and I hereby elect to voluntarily participate in the game, knowing that the activity may be hazardous to me and my property. I understand that Rhodes does not require me to participate in this activity or sponsor the activity but is permitting this activity to occur on Rhodes premises. I voluntarily assume full responsibility for any risk of loss, damage, or personal injury, including death, that I may sustain, or any loss or damage to property that I own, as a result of being engaged in such activity. The risks I may encounter include, but are not limited to: slipping, falling, or tripping; improper or malfunctioning equipment, and physical contact with other participants who may participate with me and any injury that may arise out of such events, amongst other risks.
3. I agree to abide by the "Responsibilities of Players of Humans vs. Zombies" ("Responsibilities") and acknowledge that I am subject to Rhodes University's Code of Conduct while participating in the game, either on or off-campus and that the University reserves the right to impose discipline and sanctions for any activities that occur during the course of the game that violate the Code of Conduct. I agree that I am also responsible for the activities of any guests that I invite to play the game who are not members of the University student body and that the University may impose discipline and sanctions on me for the conduct of my guests, to the extent that their conduct violates the Code of Conduct or the "Responsibilities."
4. I agree to read and obey the Rules of Humans vs. Zombies ( "the Rules") at all times, whether on Rhodes property or off. I fully agree to follow any lawful instructions from any member of the Administration of Humans vs. Zombies ("The Admins") and will abide by their rulings subject to internal appeals procedures contained in the Rules.
5. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation or the participation of one of my guests in the game. This includes loss, liability, damage or costs that occur to me, to other game participants or to third

parties, including other Rhodes community members or visitors to the campus. This agreement to indemnify includes loss, liability, damage or costs, including courts costs and attorneys' fees, caused in whole or in part by the negligence of RELEASEES, to the fullest extent allowed by law (but not for gross negligence or wilful or wanton conduct of RELEASEES).

6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND AN AGREEMENT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Eastern Cape and that any mediation, suit, or other proceeding regarding the activity of Humans vs. Zombies must be filed or entered into only in Eastern Cape and the magisterial, regional, or high courts of Eastern Cape. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Participant's Full Legal Name: \_\_\_\_\_

Rhodes Student Number: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

In WITNESS WHEREOF, I have signed this Waiver and Agreement on this \_\_\_\_\_ day of July, 2017.

\_\_\_\_\_  
Print Full Legal Name (Participant)

\_\_\_\_\_  
Print Full Legal Name (Witness)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature