

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RUSM (BARBADOS) INC D/B/A ROSS UNIVERSITY SCHOOL OF MEDICINE AND ADTALEM GLOBAL EDUCATION INC and their respective affiliates, directors, officers, shareholders, employees, agents, contractors and insurers (collectively referred to in this Release and Waiver as "**RUSM**").

I am a currently enrolled student at RUSM and have left personal belongings in my student housing unit identified below ("Unit"). I will be returning to the Unit to pack up my personal belonging and send such personal belongings to my current location ("Moving Services"). I acknowledge and agree that if I stay in my unit for more than two (2) consecutive calendar days my student account shall be charged \$50 USD per day. In consideration of RUSM allowing me to stay at my Unit for a reduced fee, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this "Release and Waiver").

This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by Applicable Law (defined below). If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between RUSM and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules, and regulations (collectively, "**Applicable Law**"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW.

I HAVE READ THIS RELEASE AND WAIVER (INCLUDING THE REPRESENTATIONS, COVENANTS AND AGREEMENTS ON THE FOLLOWING PAGE), FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE (INCLUDING THE REPRESENTATIONS, COVENANTS AND AGREEMENTS ON THE FOLLOWING PAGE) FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

Name: _____

Housing Address: _____

Signature: _____

Date: _____

Housing Unit

Number: _____

I hereby irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-of-kin, insurers, successors, and assigns, as follows:

1. **ASSUMPTION OF RISK.** My choice to come back to the Unit is knowing, voluntary, and made for my personal convenience. I understand that participating in the Moving Services involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge RUSM from any and all injuries, losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with the Moving Services.

3. **INDEMNITY.** I will defend, indemnify, hold harmless, and reimburse RUSM from and for all damages, losses, costs, or expenses (including legal fees) incurred by RUSM or paid by them to any person (including me or my insurers) in respect of any accident, injury, loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with the Moving Services, including, but not limited to any claims of lost or damaged property of a roommate (defined below). I will reimburse RUSM if anyone makes a claim against RUSM in connection with the Moving Services.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against RUSM, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with the Moving Services, and I waive any right I may have to do so. This means that I cannot sue to hold RUSM responsible for any injury, loss, or damage sustained by me, other parties, or my (or others') property in connection with the Moving Services, even if it is due to the negligence, injudicious act, omission, or other fault of RUSM. I waive my insurers' right to make a claim against RUSM based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against RUSM.

5. **REPRESENTATION AND WARRANTY.** In the event I share my Unit with a third party ("Roommate"), I represent and warrant that I have informed my Roommate of my intent to ask Student to provide Moving Service. Additionally, I represent and warrant that while I in the Unit I will abide by the Student Handbook located at <http://medhandbook.rossu.edu/>.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE REPRESENTATIONS, COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ADTALEM.

Signature: _____

Date: _____