



Suite 350 Student Union Amherst, New York 14260
(716) 645-2950 fax: (716) 645-2112 www.sa.buffalo.edu

**PARTICIPATION AGREEMENT
(INCLUDING ASSUMPTION OF RISK AND WAIVER OF CLAIMS)**

In consideration of University at Buffalo Student Association Inc. ("SA") permitting me to participate in its Swim Club (herein referred to as the "Activity"), I, the undersigned, hereby agree as follows:

1. I desire to voluntarily participate in the Activity. I understand and acknowledge that there are risks which are inherent in the nature of the Activity, including but not limited to serious physical injury, permanent disability, death, and economic losses. I hereby consent to and voluntarily assume all risks arising out of or relating to the Activity.
2. I hereby waive and forever release all claims and causes of action against SA, the SA clubs, the State University of New York at Buffalo, and each of their respective officers, directors, agents, volunteers and employees (collectively, the "Released Parties"), which arise out of or relate to my participation in the Activity, including but not limited to all claims and causes of action that arise out of or relate to the negligence of any of the Released Parties.
3. I hereby consent to first aid and emergency medical care, including but not limited to admission to a hospital and transportation thereto, should I sustain an injury while participating in the Activity. I shall not hold any of the Released Parties responsible for any costs I may incur as a result of first aid or medical care.
4. I know of no reason, medical or otherwise, that would prevent me from safely participating in the Activity.
5. While participating in the Activity, I shall behave in a safe and prudent manner at all times. I will follow the rules of SA and the State University of New York at Buffalo ("UB"), and the reasonable instructions of SA staff and UB staff. Further, I will obey all applicable laws and other rules. Without limitation, I understand that if I do not follow these laws, rules, or instructions, I may be disqualified from the Activity.
6. I hereby authorize each of the Released Parties to disclose to any person or entity or to otherwise make public my name, my UB email address, and my participation in the Activity. I also grant permission to SA to photograph me and to make recordings of any format or type of me (including but not limited to of my portrait, picture, likeness, or voice) in connection with my participation in the Activity. I grant SA permission to edit, copyright, and use the same in any manner, without payment to me, with or without my name, and for any lawful purpose, including but not limited to purposes such as publicity, advertising, and web content. I grant and convey to SA all right, title, and interest in all such photographs and recordings.
7. This agreement shall bind me, my heirs, estate, executors, administrators, and assigns. This agreement and its subject matter shall be governed by the laws of the State of New York, without regard to conflict of laws principles. The sole and exclusive proper venue for any dispute arising out of or relating to this agreement, this agreement's subject matter, or the Activity shall be a court of competent jurisdiction located in Erie County, New York. If any term of this agreement is to any extent invalid or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability only, the rest of this agreement shall remain in full force and effect, and to the extent possible the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. In entering into this agreement, I have not relied upon any oral or

written representations other than what is set forth in this agreement.

8. Without limitation, references in this agreement to the “Activity” shall be deemed to also include travel to, from and during the Activity.

I acknowledge that I have read this agreement in its entirety and that I fully understand and consent to its terms.

Home Address:

UB Person Number:

Email:

First Name:

Last Name:

Over 18:

☐

Signature:

If not over 18, guardian is required

Guardian Name:

Guardian Email:

Guardian Relationship:

Guardian Signature:
