



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

VOLUNTEER AGREEMENT (INCLUDING ASSUMPTION OF RISK AND WAIVER OF CLAIMS)

In consideration of University at Buffalo Student Association Inc. ("SA") permitting me to participate as a volunteer sports club coach (herein referred to as the "Activity"), I, the undersigned, hereby agree as follows:

1. This is a volunteer, unpaid position. Nothing in this agreement shall create any employment or independent contractor relationship between me and SA, any SA club, or the State University of New York at Buffalo ("UB"). I understand, acknowledge, and agree that: (a) I am freely donating my services on a volunteer basis for humanitarian, civic, or charitable purposes; (b) I will not be paid compensation for services or reimbursed for any travel or other expenses; (c) my volunteer service shall not entitle me to any of the rights or benefits afforded to any SA employees, including disability, unemployment, workers' compensation, medical or other insurance, or any other employee benefit; and (d) SA may end my participation in the Activity at any time, for any or no reason.
2. 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.
3. I hereby waive and forever release all claims and causes of action against SA, the SA clubs, UB, 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.
4. 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.
5. I know of no reason, medical or otherwise, that would prevent me from safely participating in the Activity.
6. 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 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.
7. 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.

8. I shall promptly notify a SA professional staff member if: (a) I witness any Activity participant or attendee commit any act in violation of any policy of SA, UB, or any applicable league, or in violation of any law; or (b) I witness any Activity participant or attendee sustain an injury while participating in the Activity; or (c) I become aware of any circumstances that might result in liability on the part of SA, any SA club or UB. Further, if I witness any Activity participant or attendee engaged in illegal or unsafe behavior, or anyone become injured while participating in the Activity, I shall promptly report the same to law enforcement officials and/or emergency medical service providers, to the extent appropriate.

9. I understand, acknowledge, and agree that my participation in the Activity as a volunteer: (a) does not give me the right or authority to assume or create any obligation, nor to make any representation, promise, contract, or commitment, on behalf of SA, any SA club, or UB, nor to otherwise bind SA, any SA club, or UB in any respect whatsoever; and (b) does not make me a member of any club, nor does it confer voting privileges or any other benefit reserved for club members.

10. 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.

11. 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.

Phone Number: _____

Email: _____

First Name: _____

Last Name: _____

Signature: _____