



## **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 Spikeball 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 existing in 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 their respective officers, directors, agents, volunteers and employees (collectively, the "Released Parties") that I have or may have in the future, which arise out of my participation in the Activity, including but not limited to all claims and causes of action that arise out of the negligence of any of the Released Parties.
3. I hereby consent to first aid and emergency medical care, including 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. If I become aware of any reason that would prevent me from safely participating in the Activity, I will remove myself from the Activity as soon as reasonably and safely possible.
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. Without limitation, I understand that failure to abide by these laws, rules or instructions may result in my disqualification from the Activity.
6. I hereby authorize any of the Released Parties to disclose to any person or entity, or 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 video, digital and/or audio recordings of me, in connection with my participation in the Activity. I grant SA permission to edit, copyright, use, publish and republish the same in print and/or electronically, without payment to me, with or without my name, and for any lawful purpose, including for example such purposes as publicity, advertising and web content. I grant and convey to SA all right, title, and interest in any and all photographs, images, video, digital or audio recordings of me or my likeness or voice made by SA in connection with my participation in the Activity.
7. This agreement shall bind me, my heirs, estate, executors, administrators and assigns. This agreement 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 concerning this agreement 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:**

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**UB Person Number:**

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**Email:**

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**First Name:**

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**Last Name:**

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**Over 18:**

**Signature:**

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*If not over 18, guardian is required*

**Guardian Name:**

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**Guardian Email:**

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**Guardian Relationship:**

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**Guardian Signature:**

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