

## **Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

I, \_\_\_\_\_, hereby acknowledge that I have voluntarily elected to utilize the Fredonia State Fitness Center and/or facilities, in and around Dods and Steele Halls on the campus of SUNY Fredonia. In consideration for being permitted by SUNY Fredonia ("University") to participate in the Fitness Activities or Program, I hereby acknowledge and agree to the following:

**ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and voluntary.

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with University policies and procedures. I further agree to abide by all of the rules and requirements of the Program. I acknowledge that the University has the right to terminate my participation in the Program if it is determined that my conduct (i) is detrimental to the best interests of the group; (ii) my conduct violates any rule of the Program; or (iii) for any other reason in the University's sole discretion and judgment.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Program. I understand that as a Participant in the Program I will engage in physical activities, including, but not limited to, practicing, training, observing, traveling to and from, and competing in Program events, during which I could sustain serious personal injuries, illness, property damage, or even death as a consequence of the following, including, but not limited to, the University's actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others; conditions of equipment used; facility conditions; weather conditions; and negligent first aid operations and procedures. I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the State of New York; the State University of New York; the University; and their governing boards, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES, OR OTHERWISE, WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Program, which including, but not limited to, activities such as, practicing, training, observing, traveling to and from, and competing in Program events. I understand that there are risks attendant to physical activities and that there are potential dangers which may expose me to the risk of personal injuries, property damage, or even death. I am aware that the Program can be a vigorous activity involving severe cardio-vascular stress and/or violent physical contact. I understand that Program activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent serious injury. I further understand the Program involves a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from SUNY Fredonia via private vehicles, common carriers, and/or University owned vehicles, local transportation to and from SUNY Fredonia, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF RELEASEES, and assume full responsibility for my participation in the Program.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend, and indemnify the Releasees from any and all liability, including any all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorney's fees) arising from any injury, property damage or death that I may suffer as a result of my participation in

the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.

PERSONAL MEDICAL INSURANCE: I acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical record of history that could be aggravated by my participation in Program activities.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I do authorize and consent to any x-ray, examination, and anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that University personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of New York.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE TO USE THE FITNESS CENTER AND THE POOL.

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

If you are under eighteen, you must have the signature of a parent or legal guardian to use the SUNY Fredonia Fitness Center and athletic facilities (See below).

I certify that I have custody of Participant or am the legal guardian by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with Participant in granting a release to Releasees as set forth in detail above.

\_\_\_\_\_  
Name of Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Legal Guardian

\_\_\_\_\_  
Date