

**WAIVER**

NAME OF CLUB SPORT/GROUP: \_\_\_\_\_

DATE(S) OF EVENT (include year) \_\_\_\_\_

**NOTICE TO ALL PARTICIPANTS**

Please be advised that you are participating in the above Club Sport **at your own risk**. In consideration of being allowed to participate in any way with this activity and any related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge and agree that:

1. The risk of injury from the activities in this program is significant, including accident, physical or mental injuries, property damage, traumatic brain injuries, permanent paralysis, the danger of being exposed to or contracting a communicable and/or infectious disease, virus, bacteria or illness, including but not limited any strains of a communicable disease, and death, and while specific rules, equipment and personal responsibility may reduce the risk of serious injury, I knowingly and freely assume all such risks, known and unknown, even those arising from the negligence of others, and I assume full responsibility for my participation.
2. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during participation, I understand that it is my responsibility to remove myself from participation and bring such to the attention of the nearest official immediately.
3. My participation in this activity is completely voluntary and is not required as part of my course of study, and, if I am an employee, is not required as part of my employment.
4. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby **RELEASE, INDEMNIFY AND HOLD HARMLESS**, HOFSTRA UNIVERSITY its trustees, directors, officers, employees, servants, representatives and agents from and against any and all claims, losses, damages, expenses (including attorneys' fees, and all court and litigation costs) and liability (including statutory liability), resulting from illness, injury and/or death (including injury or death that may arise or relate to Communicable Disease) of any person or damage to or loss of any property arising out of or in any way connected with this activity and my participation therein.
5. I understand that I am solely responsible for any and all expenses related to injuries and/or loss or damage of personal property incurred in connection with my participation in the activities in this program.
6. I agree that photographs, whether still or action, videos, film and/or motion pictures (hereinafter "Pictures"), and/or audio recordings ("Recordings"), may be taken of me by or on behalf of Hofstra University and in connection with this Activity, and, without any compensation or further notification or approval by me, grant to Hofstra University, its agents, employees, and others working on Hofstra University's behalf ("Hofstra") the unlimited, perpetual, worldwide, unconditional and irrevocable right and license to use, distribute, publish, exhibit, digitize, broadcast, display, reproduce, make commercial use of and otherwise use directly or indirectly the Pictures, Recordings and/or my image, voice, likeness and/or video footage in any form, format or media ("Media"), for any purpose, including but not limited to advertising or trade or University-related activity in promoting or providing information about University and its educational services and agree that all rights therein shall irrevocably, exclusively, unconditionally and perpetually belong to Hofstra University.

7. I hereby agree to release and discharge Hofstra University, its officers, representatives, employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that I may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Pictures, Recordings, or Media.

I hereby warrant that I am eighteen (18) years of age or older and competent to contract in my own name in so far as the above is concerned or that if I am under eighteen (18) years of age, my parent or legal guardian has reviewed and signed this release of liability and assumption of risk agreement.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Phone number/address/email address

\_\_\_\_\_  
Emergency Contact Name and relationship

\_\_\_\_\_  
Emergency Contact phone number

**PARENTS/GUARDIANS OF MINOR AGE PARTICIPATANTS**

I, \_\_\_\_\_, as parent/legal guardian for participant, consent and agree to participant's release as stated above and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless Hofstra University, its trustees, directors, officers, employees, servants, representatives and agents from any and all liabilities associated with my minor child's participation to the fullest extent permitted by law.

\_\_\_\_\_  
Parent/Guardian Name (please print)

\_\_\_\_\_  
Parent/Guardian signature

\_\_\_\_\_  
Parent/Guardian address and phone number