WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
PARTICIPATION IN ATHLETIC PRACTICES

In consideration for being permitted access to and the use of certain athletics facilities and/or participation in certain athletics training sessions including team practices at the University at Albany on (date(s))_____________, (hereinafter referred to as the “Visit”), I hereby release, waive, discharge and covenant not to pursue damages against the University at Albany, State University of New York, State of New York, or University at Albany Foundation or any of their officers, agents, volunteers, students or employees (hereinafter referred to as “Released Parties”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by me while participating in the Visit.

To the best of my knowledge, I am in good physical condition and am not aware of any physical infirmity which would place me at risk while participating in the Visit or any associated activities. I am fully aware of the risks and hazards connected with the Visit and associated activities, including the risk of bodily injury. I hereby elect to participate as a voluntary participant in the Visit and engage in activities during the Visit knowing that the activities may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss or personal injury that may be sustained by me as a result of being engaged in activities at the Visit. I further hereby agree to indemnify and hold harmless the Released Parties from any loss, liability, damage or costs, including court costs and attorney's fees and medical costs that may incur due to my participation in the Visit. I further grant permission to the University at Albany to seek appropriate medical treatment on my behalf if I become incapacitated at any time during the Visit and hereby released and hold harmless from all claims and damages any Released Party who seeks or provides such medical assistance on my behalf.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse if I am alive, and my heirs, assigns and personal representative if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to pursue damages against the Released Parties. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York. In signing this release, I acknowledge and represent that I, or my parent or legal guardian have read and understand it and sign it voluntarily without any inducement; I am either at least eighteen (18) years of age or my parent or guardian will also sign this Agreement and we are both fully competent; and I or my parent or legal guardian execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I further understand the University at Albany may terminate permission for my participation in the Visit and all accompanying activities at any time without cause and I agree to abide by such termination and follow all directions of University at Albany coaches and employees at all times during the Visit. I understand that I shall have no financial or other claim against the University at Albany or any of the Released Parties if the Visit is terminated for any reason.

Participant’s Printed Name ___________________________ Signature ___________ Date ___________

Parent or Legal Guardian Printed Name ___________________________ Signature ___________ Date ___________
(If Participant under eighteen (18) years of age)

CC: Athletic Trainer, Office of Compliance Services
January 2020