

ST. BONAVENTURE UNIVERSITY
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for the opportunity to participate in _____ and other valuable consideration, by and through my execution of this document (hereinafter "WAIVER") I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** St. Bonaventure University, its officers, servants, agents, and/or employees (hereinafter "RELEASEES"). This WAIVER shall be construed as broadly as permissible under the laws of the State of New York, and is explicitly intended to preclude me from maintaining a civil action against RELEASEES in connection with any claims, demands, actions and causes of action whatsoever arising out of, or related to, any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the RELEASEES or otherwise while participating in such activity, or while in, on, or upon any premises where any portion of said activity is being conducted, as well as while in transit to and from said premises, or at any time at any location between my departure in connection with the above referenced activity and the time I complete my return from the activity.
2. I am aware of no physical or mental infirmity that could reasonably be construed to effect my ability to safely and fully participate in this activity, and I have not taken any action or made any representation to the RELEASEES regarding said ability which is untrue or upon which RELEASEES would be unjustified in relying with regard to my health, wellness and general ability to participate.
3. I am fully aware of risks and hazards connected with the activity, including but not limited to, the risks as noted herein involving travel, and I hereby elect to voluntarily participate in said activity, and to enter any involved travel arrangements and premises, and engage in the aforementioned activity knowing that the activity or necessary components thereto may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of RELEASEES or otherwise.
4. I further hereby agree to indemnify and hold harmless the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may accrue due to my participation in said activity, whether caused by negligence of RELEASEES or otherwise.
5. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, spouse, or power of attorney if I am alive, and my heirs, assigns and personal representative if I am not alive. I hereby 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.
6. I understand and agree that the University shall not be responsible for any medical costs associated with any injury I may sustain.
7. I further agree to become familiar with the rules and regulations of the University concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
8. Further, I acknowledge that reasonable and routine cleaning and sanitization procedures on and within the areas of the premises I will be occupying in connection with this WAIVER may not eliminate the spread of communicable diseases, including but not limited to viruses and bacterial infections spread by and between human beings through airborne, droplet or bodily fluids, or surface contamination. Therefore, I acknowledge that I am exposing myself to the risk of contracting a communicable or infectious disease while engaged in the activities and using the facilities, residence halls, and premises (the "Premises") that will be involved in such activities, I also acknowledge that I may contract such communicable diseases from other residents at the Premises, other users of the Premises, or other sources. By choosing to engage I the activities covered hereby and enter, remain in, or reside in the Premises for the period designated herein, I fully, knowingly, and voluntarily assume the risk of contracting a communicable or infections disease from said Premises, other residents at the Premises, other users of the Premises, or other sources. I agree to waive any claims or demands I may now have or may in the future come to have against St. Bonaventure University its agents, officers, directors, faculty members, employees, or servants, for damages, arising from or relating to my contraction of a communicable or infections disease while engaged in the activities, including but not limited to: entering, using, remaining within or residing at the Premises, or arising from the spread of a communicable or infections disease between persons during the activities or within the Premises. To the extent that any provision of this acknowledgment and WAIVER is deemed violative of any statute, rule, regulation, common law or other authority, I agree that this clause shall be reformed to the maximum extent possible so as to give reasonable force and effect to its terms to the greatest extent permissible under such law or controlling authority.
9. I also understand that I should, and am urged by the University to, obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the travel/transportation to, from and during said activity.
10. If any portion of this document is held to be void or unenforceable, then the minimum amount of the clause that must necessarily be severed from the remainder of the document to enable the clause, or the document as a whole, to become or remain valid and

enforceable shall be severed. Upon the completion of said minimum severance, if at all possible, the remainder of the clause and document, shall be and remain in full force and effect to the greatest extent permissible under the laws of the State of New York.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20__.

Participant Name

Signature (if under age 18, must be signed by parent or guardian)

Witness Signature

Witness Name (Print name)