WAIVER, RELEASE, AND INDEMNITY

This Waiver, Release, and Indemnity Agreement ("Release") is executed by ______________________________ ("Participant") and given to Villanova University ("University"). Participant, intending to be legally bound hereby, agrees as follows:

Participant has voluntarily chosen to participate in the Esports, a University Intramural Sports Program, and its related activities during the fall 2020 semester (the “Activity”). Participant understands and agrees that there may be health and safety hazards and risks of personal injury, death, and/or property damage associated with the Activity, and Participant knowingly assumes such risk.

During the fall 2020 semester, Participant understands and acknowledges that the Activity will solely be provided through a third-party virtual platform ("Virtual Platform") and understands and acknowledges that Participant must read and agree to the Virtual Platform terms and conditions in order to use the Virtual Platform. University is not a party to any user agreement or terms and conditions between Participant and the Virtual Platform, including, without limitation, any privacy policy or terms of use. Participant agrees not to provide access information for the Activity, including, without limitation, login or credential information or links to Activity sessions, to any other party without the written permission of the University. Participant agrees not to photograph, record, or otherwise capture images, video, or sound from the aspects of the Activity delivered through a Virtual Platform.

Participant further understands and acknowledges that the University cannot guarantee the functionality or security, or eliminate all risks associated with use of a Virtual Platform. The Virtual Platform is solely responsible for all matters regarding its application, including, without limitation, application functionality, terms of service, privacy policies, and any claims related to the operation or use of the application. Participant understands and agrees that there may be risks (including, without limitation, those related to privacy, data security, cybersecurity, and unauthorized access inherent in using a Virtual Platform) and Participant knowingly assumes such risks.

Participant certifies that Participant has no medical condition that would preclude or restrict Participant’s participation in the Activity or increase the risk to Participant of participating in the Activity, and that Participant has adequate health insurance protection to cover the expense of any unforeseen accident or injury. Participant understands that the University does not carry insurance that would respond to any injury sustained by Participant during the Activity. In addition, the University is not responsible for any medical bills, including without limitation copays and deductibles, the Participant may incur as part of the Activity. Participant recognizes that the University is not obligated to attend to any of Participant’s medical or medication needs, and Participant assumes all risk and responsibility therefore.

Participant will engage in the Activity in a prudent and cautious manner. Participant hereby covenants and agrees not to (i) act in any way which shall interfere with the lawful running or operation of the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person, including without limitation cyberbullying. Participant understands and agrees that Participant shall abide by: (i) all policies, rules, and regulations of University, including the Villanova University Code of Conduct, and (ii) all rules, directions, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or by the United States Government.

The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Activity, in its sole discretion. In such case, the University will not be liable for any fees or expenses incurred by Participant.

Participant grants permission for the use of and hereby fully releases the use of Participant's image in any photographs, recording (including video and/ or sound) or other media containing Participant’s image ("Images") made in connection with the Activity to the University. The Images may be used without restriction for the benefit of the University in any and all publications or media, in any form, including on any of the University’s web sites or social media sites, without further consideration, and Participant acknowledges the University’s right to so use the Images at its discretion. Participant understands that all rights to the Images belong exclusively to the University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books;

Participant's Name: ______________________________
Participant's Initials (in ink, not typed): ______
publication and sale of the Images in cards, posters, pictures, brochures, dramatic, motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of the University. The above statement of release also covers the use of any quote and/or testimonial given by Participant during the Activity.

Participant is responsible for securing any equipment, software, or other materials needed to participate in the Activity. Participant understands that the University’s property insurance only covers property that is owned by the University. Participant further understands that the University’s property insurance does not cover damage to or theft of Participant’s personal property. Participant accepts all risks of personal property damage or theft of personal property related in any way to the Activity and understands that the University will not be responsible for such damage or theft.

In consideration of participating in the Activity, in full recognition and appreciation of the dangers and hazards inherent in participating in the Activity, Participant hereby agrees to assume all of the risks and responsibilities surrounding participation in the Activity. Further, PARTICIPANT, FOR PARTICIPANT’S SELF, HEIRS, AND PERSONAL REPRESENTATIVE(S), HEREBY AGREES TO DEFEND, HOLD HARMLESS, INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE UNIVERSITY, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS OR CAUSES OF ACTION, ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, LOSS OF PERSONAL PROPERTY, OR PERSONAL INJURY OR DEATH WHICH MAY RESULT FROM SUCH PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE UNIVERSITY (WHETHER CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE), ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS.

Participant understands that Participant can only participate on one (1) men's/women’s team and one (1) co-ed team per sport. Violation of this rule disqualifies all teams affected from tournament play or playoff games.

Participant certifies that he/she has read and understands the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity is completely voluntary. Participant further certifies that he/ she is at least 18 years of age.

Participant’s Signature: ____________________________________ Banner ID: ___________________ Date: ______________
(Please sign in ink. Typed signatures are not acceptable.)

Participant’s Email: ________________________________________ Participant’s Class: ___________________

Participant’s Emergency Contact Printed Name: ________________________________
Relationship to Participant: ___________________ Participant’s Emergency Contact Phone Number: ________________________

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

Parent/ Legal Guardian’s Printed Name: ___________________________________________________________________
Parent/ Legal Guardian’s Signature: __________________________________________ Date: ______________
(Please sign in ink. Typed signatures are not acceptable.)

All waivers must be submitted before the Captain’s Meeting. Any waivers submitted after the designated captain’s meeting for each sport will not be accepted.