

COLUMBIA UNIVERSITY
Columbia Tennis Center
PARTICIPATION AGREEMENT

GENERAL INFORMATION

Participant's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

18 Years or Older (check one)? YES NO (for minors, a Parent/Guardian is also required to review and sign this form)

ABOUT THE ACTIVITY

By accessing the Columbia Tennis Center, I acknowledge my agreement to the following:

- Certain risks of injury are inherent to participation in physical education and recreational activities including, but not limited to, group and individual sport and exercise, and instructional physical activity. Potential injuries from these activities and use of exercise equipment may be minor or serious (up to and including permanent disability, paralysis, and death) and may include direct damage to one's bones, joints, muscles, and internal organs. Such injuries may result from one's own actions, the actions of others, or a combination of both;
- Posted or distributed rules and regulations are designed for the safety and protection of recreational users, who in turn must abide by these rules and regulation; failure to comply with these rules may result in use restrictions. I am responsible for the proper use of equipment and participation in sports or other recreational activities. I am further responsible for following any instructions of The Columbia Tennis Center staff, although I acknowledge and understand that staff does not provide supervision or assistance for my use of the facilities and equipment and that I am solely responsible for my safety and wellbeing;
- I must check my surroundings before exercising. If I experience faintness, dizziness, pain or shortness of breath at any time while exercising, I will stop immediately;
- Certain activities require a minimum level of health, fitness, and ability. I warrant being physically fit to use the facilities and able to participate in any activities undertaken, and understand my choice to participate brings with it the voluntary assumption of risks of injury or illness (including, without limitation, the risk of contracting communicable disease and aggravating known or unknown medical conditions), which may arise from participation in these activities and/or use of recreational facilities. I am responsible for understanding my own capabilities and limitations with respect to physical activities. I do hereby acknowledge that it was recommended that I obtain a physician's approval prior to my participation in any of the activities or use of equipment at The Columbia Tennis Center. I acknowledge that I have either had a physical examination and have been given medical clearance or that I have decided to participate in activities and/or use of equipment at The Columbia Tennis Center without medical clearance.

MEDICAL INFORMATION

Medical Insurance: Everyone accessing The Columbia Tennis Center is required to have medical coverage. Please confirm that you have such coverage appropriate for the types of activities and locations where the activities will be performed.

Confirmation of health insurance: Name of Health Insurance Provider: _____

Each participant is responsible for making appropriate arrangements to have available any medications and medical devices necessary for their participation in the activity. Participants should alert program staff of their medical condition if they are comfortable doing so and it is necessary/important to alert the staff.

EMERGENCY CONTACT INFORMATION

In case of an emergency, please contact:

Name: _____ Relationship to Participant: _____

Phone Number: _____ Cell Phone: _____

NOTICE

A copy of this form will be filed electronically in the Administrative Office for at least 3 years after the activity has concluded.

ASSUMPTION OF RISK, MEDICAL PERMISSION, WAIVER AND RELEASE

I, the undersigned Participant (and Parent/Guardian for and on behalf of a Minor Participant), hereby assume, knowingly and voluntarily, all risks of participation in the activities and programs offered at The Columbia Tennis Center, including those risks and activities not specifically listed above. To the fullest extent allowable under law, this assumption of risk, waiver and release will apply whether or not Columbia University and any trustee, faculty member, officer, employee, agent, contractor, vendor, or student, whether in their professional or personal capacity or otherwise, is wholly or partially negligent or otherwise at fault. References to "Columbia University" in this form include, without limitation, The Trustees of Columbia University in the City of New York, and its schools, departments, units, affiliates and related entities, and their trustees, faculty members, officers, employees, and students.

I hereby waive any and all rights, claims, or causes of action of any kind whatsoever that I or my heirs may have and release, forever discharge and covenant not to sue Columbia University from any actions, claims, liabilities, and damages arising from or relating to my participation in any associated activities or my use of equipment in The Columbia Tennis Center, including, without limitation, any damages for personal injury, illness, death, or property loss that I might sustain in connection therewith. I further agree to indemnify and hold harmless Columbia University from all third party claims arising from or relating to my participation in any associated activities or my use of equipment in The Columbia Tennis Center, including, without limitation, any damages for personal injury, illness, death, or property loss that may be sustained in connection therewith.

I hereby authorize nurses, physicians, surgeons, dentists or emergency personnel chosen by personnel of Columbia University to furnish whatever first aid, medical or surgical care or management they may reasonably deem necessary for my well-being in connection with the above-referenced activity. I also understand and agree that in the case of a medical emergency, including but not limited to allergic reaction, asthma episode, cardiac arrest, and cessation of breath, school personnel may need to administer an emergency response, including but not limited to epine phrine, nebulizer, automatic external defibrillator, and CPR. I hereby give permission to Columbia University personnel to administer medications or use medical equipment in the event of an emergency. I hereby waive and release Columbia University from any actions, claims, liabilities, and damages for any injuries, damages, or losses associated with the above-described emergency responses, whether or not arising from Columbia University's negligence or fault, to the fullest extent allowable under law. I understand and acknowledge that Columbia University shall not be responsible for any costs, fees or expenses owing to such medical treatment and that financial responsibility is retained by me.

I agree to use good personal judgment and exercise caution in any potentially risky situations related to activities or use of equipment at The Columbia Tennis Center. Participants will continue to be governed by all applicable Columbia University policies and rules, and must conduct themselves in an appropriate manner at all times. Participants who violate any policy or rule might be required to leave, and have their accessed revoked to, The Columbia Tennis Center, in the sole discretion of Columbia University.

I hereby grant The Columbia Tennis Center, its representatives, employees, or agents the right to take photographs and video footage of me and my property while at The Columbia Tennis Center and to use and publish these photos or videos in print and/or electronically, with or without my name, for any lawful purpose, including for such purposes as publicity, illustration, advertising and web content.

I have read this document, fully understand its terms, and have signed it freely and voluntarily.

Signature of Participant

Date

Print Name

For minors only, a parent/guardian must sign acknowledging and agreeing to the above information, terms and conditions on behalf of their minor Participant:

Parent/Guardian information:

Parent/Guardian Name: _____ Relation: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

Signature of Parent/Guardian

Date

FOR ELECTRONIC SIGNATURE ONLY

I understand and agree that by typing my initials below and submitting this document electronically it is the legal equivalent of signing and dating the hard copy version. I also understand and agree that by typing my initials below and submitting this document electronically I am affirming to the truth of the information contained herein.

Initials of Participant _____ (also fill out above section)

For minors only, initials of Parent or Guardian _____ (also fill out above section, including contact information)

IMPORTANT INFORMATION

In Case of an Emergency, first contact local help by dialing 911 or the local authorities.