

## UNIVERSITY OF OREGON DUCKS LEFTOVER TEXTOVER TERMS OF USE

In exchange for using this service, opting into receiving SMS text messages, and attending free food giveaways advertised and hosted by the University of Oregon ("UO") Ducks Leftover Textover, I, the user, agree to the following:

1. **RULES.** I agree to observe and obey any and all posted rules and warnings, and further agree to follow any instructions or directions given by any organizer of free food giveaways advertised or hosted by Ducks Leftover Textover. I further acknowledge that only currently enrolled students WITHOUT food allergies may opt into and use the Ducks Leftover Textover service. All users must provide their own food containers.
2. **RELEASE FROM LIABILITY.** I recognize that there are certain inherent risks associated with using the Ducks Leftover Textover service. In consideration of using the Ducks Leftover Textover service I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the State of Oregon, the Board of Trustees of the University of Oregon, the UO, their officers, employees, and agents from liability from any and all claims including the negligence of the UO, its officers, employees and agents, or other third-parties, resulting in personal injury, accidents or illnesses (including death), property loss, and damages arising from, but not limited to, use of any Ducks Leftover Textover service. I agree to assume full responsibility for all risks, including, but not limited to:
  - a. **Allergies and Dietary Restrictions:** UO cannot guarantee that the food available during Ducks Leftover Textover events will be appropriate for individuals with allergies or dietary restrictions, including but not limited to vegetarian, vegan, dairy-free, Kosher, or Hillel dietary restrictions, regardless of any information provided within the text message or event posting.
  - b. **Foodborne Illness:** UO cannot guarantee the freshness or safety of food available at Ducks Leftover Textover events, whether donated by UO or by a third party. Pick up, store, and consume free food from events at your own discretion.
  - c. **Accuracy of Texts:** UO does not review food event texts for accuracy before they are sent and cannot be held liable for any injury or detrimental outcome that may result from inaccuracies in the texts messages for Ducks Leftover Textover events.
  - d. **Availability of Food:** All food is provided on a first-come, first-serve basis. UO cannot guarantee the availability of food for all interested Ducks Leftover Textover participants at any given free food event.
3. **GOVERNING LAW.** Any legal or equitable claims that may arise from the participation in the above activities shall be resolved under Oregon law.
4. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** By signing up for and using Ducks Leftover Textover, I understand that UO may share my name, phone number, and email address with third-parties only to the extent necessary for use of the service. Under the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g, and its implementing regulations, 34 CFR part 99, I understand that I have certain rights relating to the disclosure of personally identifiable information. I voluntarily consent to the disclosure of my personally identifiable information for the purpose of using Ducks Leftover Textover.
5. I agree and acknowledge that I am under no pressure or duress to agree to this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to consult my own legal counsel review this Agreement if I so desire.
6. By signing up for and using Ducks Leftover Textover, I consent to receiving text alerts from UO's Ducks Leftover Textover service. Text messaging and data rates may apply for SMS messages you send or receive pursuant to your involvement in Ducks Leftover Textover services. You are solely responsible for this financial burden.

By using Ducks Leftover Textover services, I certify that I have read and agree to all above terms and conditions and acknowledge that it is my responsibility to check these terms and conditions regularly because they may change at UO's discretion.