

## WAIVER AND RELEASE OF LIABILITY

### Campus Recreation Outdoor Adventure Activities

Return to: Bright Lights, 5561 S. 48th St., Suite 220, Lincoln, NE 68516

Fax 402-420-5954 | [registrations@brightlights.org](mailto:registrations@brightlights.org)

#### Adventure Trip Program Form

University of Nebraska

Outdoor Adventures

**DISCLAIMER: The UNIVERSITY OF NEBRASKA is NOT RESPONSIBLE** for any injury or loss of property to any person suffered while warming up, practicing, traveling, playing, or participating in **Campus Recreation Outdoor Adventure Activities** for any reason whatsoever, including ordinary negligence.

This WAIVER and RELEASE OF LIABILITY was executed this \_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_, at Lincoln, Lancaster County, State of Nebraska by \_\_\_\_\_, **(Releasor)** in favor of the **UNIVERSITY OF NEBRASKA and its Regents, Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns (University)**.

The **Releasor** wishes to participate in **Campus Recreation Outdoor Adventure Activities**. In consideration for the privilege of participation in the program, the **Releasor** consents and agrees to the following:

1. **Releasor** certifies that he/she is physically capable, has no medical condition (mental or physical), and is not under the influence of drugs or alcohol or any illicit or prescription drugs that might create risks to **Releasor** or other participants in Campus Recreation Activities. He/she will take responsibility for physical fitness and capability to perform under normal conditions of Campus Recreation Activities. **Releasor** is encouraged to get his/her physician's opinion prior to participating in any Campus Recreation Activities. In the event of a medical emergency, the University of Nebraska or its representatives have my permission to take whatever measures they deem reasonable to render assistance and that I and/or my family will be financially responsible for any expenses involved.
2. **Releasor** has hereby been made aware that participation in Campus Recreation Activities has the following non-exclusive list of certain risks which I accept:

#### Activities

Activities presently involve programs that primarily live, camp and travel out of doors, but may also include indoor classrooms. Physical activities include, but are not limited to, walking, hiking, backpacking, climbing, paddling, and repetitive lifting. Certain activities will require **Releasor** to travel by vehicle, raft, canoe, kayak, sail and other boats, skis, bicycle, on foot and by other means, over improved and unimproved roads/ trails, mountainous and other strenuous terrain, and off-trail terrain that may be unprotected from falls, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, steep or crevassed glaciers, ocean tides, currents, waves, surf, and reefs. Campus Recreation may discontinue or add certain Activities at its sole discretion. **Releasor** understands, acknowledges and agrees that the activities listed above are inherently dangerous.

#### Risks

Travel risks that **Releasor** has been made aware of include exposure to vigorous activity involving severe respiratory and cardiovascular stress, collision, falling, capsizing, drowning, becoming lost, and all manner of

injury, including, but not limited to: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; dismemberment; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion; drowning; lightning strikes; injury to bones, joints, muscles, internal organs; and environmental conditions. In addition, I understand and accept the incidental risks of travel to and from the site of activity; participation at sites that may be remote from available medical assistance; and the possible reckless conduct of other participants.

Environmental risks that the Releasor has been made aware of include, but are not limited to, flowing, deep and/or cold water; insects, snakes, predators, and large animals; animal and insect bites/ stings may expose participant to illnesses/ diseases; falling and rolling rock; lightning, avalanches, flash floods, falling timber, and forces of nature, including weather which may change to extreme conditions. Possible injuries and illness include hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Camping risks that the Releasor has been made aware of include, but are not limited to, injuries such as burns and cuts, sprains, strains and other injuries from slips, falls, and lifting, and illnesses including diarrhea and flu-like illness. Meals are prepared over gas stoves and open fires. Water may require disinfection before use. While staff work to minimize or limit exposure to food allergies or sensitivities participants may come in contact with offending food types.

Decisions made by the instructors, other staff (including volunteers), contractors and students will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a student's capabilities, environment, terrain, water and weather conditions, natural hazards, travel routes, and medical conditions.

This list does not describe all possible risks associated with the premises, equipment and Campus Recreation Activities and the list in no way limits the extent or scope of the following assumption of risk, release and indemnity. Releasor has been made aware that the risks described in this document, and others, are inherent in the Activities – that is, they cannot be eliminated without destroying the basic nature of the Activities and reducing the appeal and value of the Activities.

3. Consequently, while understanding that the **University** has taken precautions to provide organization, supervision, and equipment for reasonable safety, **Releasor** assumes joint and personal responsibility for safety while participating in Campus Recreation Activities. Pursuant to that joint and personal responsibility, **Releasor** agrees to comply with the instructions and direction of representatives and staff members of Campus Recreation. **Releasor** understands that failure to abide by the instructions and rules may result in his/her termination from the activity. **Releasor** accepts personal responsibility to ensure that any equipment needed to participate in the Campus Recreation Activities and used by the **Releasor** is safe and functioning properly and to refrain from causing loss or damage to the property of the **University** and Campus Recreation. **Releasor** realizes that he/she is solely responsible for any personal/ rental equipment, supplies, or property he/she may choose to use during the duration of the activity.
4. **Releasor** further agrees to indemnify and hold harmless the **University** for any and all claims or actions as a result of engaging in, using **University** facilities and equipment, or receiving instruction for Campus Recreation Activities or any activities incidental thereto whatsoever, whenever, or however the same may occur.
5. **Releasor** acknowledges that photographs and digital images may be taken during participation. **Releasor** understands and agrees that the images may be published and used by the **University**.

6. **Releasor** is aware that if he/she uses a vehicle not operated by the **University** for transportation to, at, or leaving the activity site, the **University is NOT** responsible for any damage caused by or arising from **Releasor's** use of such vehicle.  
 Furthermore, **Releasor** acknowledges that he/she is solely responsible for any action he/she takes outside the scope of those actions permitted by the **University** for purposes of the particular activity regardless if occurring before, during, or after the duration of the activity. **Releasor** agrees to follow **University** policies when operating, or is a passenger a **University** owned vehicle.
7. In consideration of participation in Campus Recreation Activities, **Releasor** hereby **RELEASES** and covenants not-to-sue the **UNIVERSITY** for any and all present and future claims resulting from ordinary negligence on the part of the **UNIVERSITY** for property damage, personal injury, or wrongful death arising as a result of my engaging in, using University facilities and equipment, or receiving instruction for Campus Recreation Activities or activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by **Releasor's family, estate, personal representative, heirs, or assigns.**

I have read and understand that this **WAIVER** is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and agree that if any part is held invalid, the remaining parts of this **WAIVER AND RELEASE** will continue in full force and effect as intended. I further agree the venue for any legal proceeding shall be in the State of Nebraska.

I understand the rights that I am waiving and that I am freely signing this **WAIVER AND RELEASE**. I have read and fully understand that by signing this agreement I am giving up legal rights and remedies, which may be available to me for ordinary negligence of the University. I further agree to follow and abide by the regulations and rules of the **UNIVERSITY** as they pertain to Campus Recreation Activities and to reimburse and make good to the **UNIVERSITY** any loss, damage, or cost the **UNIVERSITY** may have to pay as a result of my participation in the program.

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Contact Phone #

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Releasor's Birth Date

Releasor is over  
the age of 18 (circle): Y N

\_\_\_\_\_  
**RELEASOR (Signed)**

\_\_\_\_\_  
**RELEASOR (Printed)**

\_\_\_\_\_  
University ID #

\_\_\_\_\_  
Date

**Guardian Form (Youth)**

University of Nebraska Campus Recreation

**WAIVER AND RELEASE OF LIABILITY for Campus Recreation Activities**

**DISCLAIMER:** The **UNIVERSITY OF NEBRASKA** is **NOT RESPONSIBLE** for any injury or loss of property to any person suffered while warming up, practicing, traveling, playing, or participating in **Campus Recreation Activities** for any reason whatsoever, including ordinary negligence.

This **WAIVER** and **RELEASE OF LIABILITY** was executed this \_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_, at Lincoln, Lancaster County, State of Nebraska by \_\_\_\_\_, (**Guardian**) as Guardian of \_\_\_\_\_ (referred to in this document as Minor) in favor of the **UNIVERSITY OF NEBRASKA and its Regents, Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns (UNIVERSITY)**.

In consideration for the Minor's participation in Campus Recreation Activities, **Releasor** hereby **RELEASES** and covenants not-to-sue the **UNIVERSITY** for any and all present and future claims resulting from ordinary negligence on the part of the **UNIVERSITY** for property damage, personal injury, or wrongful death arising as a result of engaging in, using **University** facilities and equipment, or receiving instruction for Campus Recreation Activities or activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by **Releasor's family, estate, personal representative, heirs, or assigns**.

Further, **Releasor** realizes that participation in Campus Recreation Activities involves certain risks and danger and is a vigorous activity involving severe respiratory and cardiovascular stress. **Releasor** has hereby been made aware that participation in Campus Recreation Activities has the following non-exclusive list of certain risks which I accept: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion; drowning; lightning strikes; injury to bones, joints, muscles, internal organs; and environmental conditions. In addition, I understand and accept the incidental risks of travel to and from the site of activity; participation at sites that may be remote from available medical assistance; and the possible reckless conduct of other participants.

In the event of a medical emergency, the University of Nebraska or its representatives have my permission to take whatever measures they deem reasonable to render assistance and that I and/or my family will be financially responsible for any expense involved.

I have read and understand that this **WAIVER** is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and agree that if any part is held invalid, the remaining parts of this **WAIVER AND RELEASE** will continue in full force and effect as intended. I further agree that the venue for any legal proceeding shall be in the State of Nebraska.

\_\_\_\_\_  
**GUARDIAN** (Signed) (Printed) Date

\_\_\_\_\_  
Minor's Name Minor's Date of Birth

Medical-Insurance Information and Consent  
As Guardian of \_\_\_\_\_, he/she is physically capable of participating in all Campus Recreation Activities under normal, reasonable conditions and medical/health insurance coverage for the minor child is the **Guardian's** responsibility.

Medical Insurance Co: \_\_\_\_\_ Policy# \_\_\_\_\_

## UNL Youth Activity Safety Policy Release Form

Return to: Bright Lights, 5561 S. 48th St., Suite 220, Lincoln, NE 68516

Fax 402-420-5954 | [registrations@brightlights.org](mailto:registrations@brightlights.org)

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Class #

\_\_\_\_\_  
Class Name

The University of Nebraska-Lincoln has implemented a Youth Activity Safety Policy to provide a safe environment for youths participating in UNL sponsored activities, clinics or conferences.

Our policy includes safe interaction guidelines as well as background and sex registry checks for Activity Workers. This policy will help to protect participating youths from potential misconduct incidents and help provide a safe, educational and enjoyable activity/program experience.

### Activity Workers

1. All Activity Workers must successfully pass a sex offender registry search for Nebraska and the state(s) they reside.
2. All Activity Workers driving activity vehicles must successfully pass a Driving Record Check.
3. In the case of an emergency or accident involving your youth, parents/guardians will be notified, following notification of the appropriate emergency personnel.
4. All UNL activities will comply with UNL's *Youth Activities Safety Guidelines*.
5. As parent(s) or legal guardian(s) you give permission to this activity to use photos of your child in promotional media.

### Disciplinary Action

The activity directors of University-sponsored activities, programs, clinics and conferences reserve the right to immediately dismiss any youth from the activity, programs, clinic or conference who is found to have violated behavioral expectations. Dismissed youth will be sent home at their expense and will be responsible for all other expenses associated with their dismissal. Parent(s)/guardian(s) will be immediately notified of the youth's dismissal.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number