

Challenge Course / Climbing Wall Form

University of Nebraska

Outdoor Adventures

WAIVER AND RELEASE OF LIABILITY for Campus Recreation Outdoor Adventure 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 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 include, climbing indoors/ outdoors on an artificial wall or boulder, rappelling, challenge course high course events, team building activities on and near the ground, dynamic stretching, as well as any other activities which may be offered by Campus Recreation. Campus Recreation may discontinue or add certain Activities at its sole discretion. **Releasor**, understands, acknowledges and agrees that these activities are inherently dangerous activities that require moderate to heavy physical exertion and are physically and mentally demanding.

Risks

The **Releasor** has been made aware risk of these Activities include exposure to vigorous activity involving severe respiratory and cardiovascular stress, collision, falling, 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; environmental conditions; and animal and insect bites/ stings may expose participant to illnesses/ diseases. In addition, I understand and accept the incidental risks of travel to and from the site of activity, and the possible reckless conduct of other participants, loss or damage to property, accidents, illness, or fear of heights and other phobias, resulting from:

a) falling from or off the climbing structures/ towers (up to 50 feet), boulder (up to 14 feet) b) exiting the wall, boulder or tower c) colliding with, hitting, or being hit by, other persons, rock faces, holds and other projections (permanent or temporary), mats, the floor or the ground; d) rope or webbing abrasion or entanglement; e) activities on or near the climbing wall, climbing structures, or boulder, including, among others, climbing, belaying, rappelling, lowering on a rope or auto belay system, and other rope uses and techniques; f) falling climbers or dropped items, including, among others, ropes and climbing hardware or wall components; g) use of ropes, auto-belay devices, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall or boulder structure; h) all aspects of the premises and fixtures and their use, including exercise equipment and machines and other items located on the premises; i) equipment failure, malfunction, or incorrect use; j) other harm or damage which may not be readily foreseeable including other presently unknown risks and dangers.

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 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.

_____	_____	____/____/____	Releasor is over
Emergency Contact	Contact Phone #	Releasor's Birth Date	the age of 19 (circle): Y N

_____	_____	_____	_____
RELEASOR (Signed)	RELEASOR (Printed)	University ID #	Date