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

CCCWReleaseForm2013
HEALTH STATEMENT and MEDICAL RELEASE for Campus Recreation Activities

Any person participating in Campus Recreation Activities must sign the Waiver and Release of Liability form.

The proposed activity provided by Campus Recreation requires participation in physical exercises, which by their nature are inherently physically demanding. Many of the activities will challenge you and cause surges in respiration, blood pressure, and pulse rates. It is imperative that you are medically free of any conditions, which might create undue risks to yourself or others who depend on you. Good physical condition will increase your enjoyment of these activities. If there is any doubt about your ability to safely participate in this experience, you should have a physical examination prior to participation.

Name___________________________________ Birth date ___/___/____ Age _________ Gender M / F
Email __________________________________ University ID# ________________________________
Home Phone _______ Work phone ________
Address _____________________________ City _________________ State _________ Zip _________

In an emergency, notify: ____________________________________________________________________________
Home Phone __________ Work phone ____________________________
Address _____________________________ City _________________ State _________ Zip _________

Physician Name _________________________ Phone _______ Last Physical Exam ___/___/____

Health History

Please list or identify any physical or medical conditions or medications you are taking that might impact your activity or create a hazard to you while participating in the Campus Recreation Program. If you provide this information, it will be used to assist or provide assistance to you if an injury or life threatening situation should occur during your participation in Campus Recreation Programs.

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

Please identify your personal medical / health insurance carrier and policy number.

______________________________________________________________________________________________

You are encouraged to seek your doctor’s input prior to participating in Campus Recreation Programs if you have any type of condition that impairs your judgment or motor skills. Reasonable ADA accommodations may be requested and will be considered.
Representation, Consent, and Emergency Authorization

This Health History is true and accurate so far as I know and believe, and that my health is satisfactory to participate in the programs of Campus Recreation.

I hereby consent and give my permission to the University of Nebraska and Campus Recreation and the medical personnel selected by them to render such emergency medical diagnosis and treatment as is deemed necessary, including but not limited to X-ray examination, injection, anesthesia, and/or surgery for me. Such authorization for emergency treatment shall also include, but not be limited to, costs incurred for the provision of such aid, treatment, and arranging evacuation if it is determined that such evacuation is medically necessary and desirable. I further agree and will assume financial responsibility for the costs of any specialized means of evacuation and the necessary medical care. I understand and acknowledge that these costs are my responsibility.

I also understand and agree to abide by any restrictions placed on my activities by Campus Recreation during my participation in Campus Recreation Activities.

Participant ________________________ (printed) ________________________________ Date __________

For Participants younger than 19 years of age
Representation, Consent, and Emergency Authorization

This Health History is true and accurate so far as we know and believe, and that the participant’s health is satisfactory to participate in the programs of Campus Recreation.

The Parent/Legal Guardian and I hereby consent and give our permission to the University of Nebraska and Campus Recreation and the medical personnel selected by them to render such emergency medical diagnosis and treatment as is deemed necessary, including but not limited to X-ray examination, injection, anesthesia, and/or surgery for the participant. Such authorization for emergency treatment shall also include, but not be limited to, costs incurred for the provision of such aid, treatment, and arranging evacuation if it is determined that such evacuation is medically necessary and desirable. We further agree and will assume financial responsibility for the costs of any specialized means of evacuation and the necessary medical care. We understand and acknowledge that these costs are our parent/legal responsibility.

We also understand and agree to abide by any restrictions placed on the participant’s activities by Campus Recreation during the participation in Campus Recreation Activities.

Participant ________________________ (printed) ________________________________ Date __________

Parent/Legal Guardian ________________________ (printed) ________________________________ Date __________

Address ___________________________ City ___________________________ State ______ Zip _________

Home phone ________________________ Work phone ___________________ Email ____________________
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# ______________________
Outdoor Adventures Challenge Course/ Climbing Wall Programs

Parent/Guardian Information

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.

_________________________________  ________________________  ______________  ______________
Parent or Guardian’s Printed Name        Signature                  Phone Number    Date