

WAIVER AND RELEASE OF LIABILITY

For Eastern Nebraska 4-H Center

Challenge Course Activities – Adult Participant

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 **Eastern Nebraska 4-H Center Challenge Course Activities** for any reason whatsoever, including ordinary negligence.

This **WAIVER and RELEASE OF LIABILITY** was executed this ____ day of _____ 2____, at Gretna, Sarpy 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 **Eastern Nebraska 4-H Center Challenge Course 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 of participating in Eastern Nebraska 4-H Center Challenge Course Activities and that he/she will take responsibility for physical fitness and capability to perform under normal conditions of Eastern Nebraska 4-H Center Challenge Course Activities. **Releasor** is encouraged to get his/her physician's opinion prior to participating in any Eastern Nebraska 4-H Center Challenge Course 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** realizes that participation in Eastern Nebraska 4-H Center Challenge Course 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 Eastern Nebraska 4-H Center Challenge Course 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.
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 Eastern Nebraska 4-H Center Challenge Course Activities. Pursuant to that joint and personal responsibility, **Releasor** agrees to comply with the instructions and direction of representatives and staff members of the Eastern Nebraska 4-H Center. **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 Eastern Nebraska 4-H Center Challenge Course 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 the Eastern Nebraska 4-H Center. **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 Eastern Nebraska 4-H Center Challenge Course 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 a **University** owned vehicle.
7. In consideration of participation in Eastern Nebraska 4-H Center Challenge Course 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 Eastern Nebraska 4-H Center Challenge Course 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 Eastern Nebraska 4-H Center Challenge Course 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 (Signed)

RELEASOR (Printed)

Date

The following is for informational purposes only:

Emergency Contact

Contact Phone #

Contact Address, City & State

Releasor's Gender: M F

Releasor's Age: 18 years of age or older (circle)

Yes

No