

Main Form
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 _____, (**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 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 Campus Recreation Activities and that 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** 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.
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 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 (Signed) **RELEASOR (Printed)** University ID # Date

The following is for informational purposes only:

Emergency Contact Contact Phone # Contact Address, City & State

Releasor's Gender: M F Releasor's Age: 19 years of age or older (circle) Yes No

University of Nebraska
Campus Recreation

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: _____	Relationship _____
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 no 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 _____

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# _____