

Waiver and Release of Liability

In consideration of my participation, **I hereby forever release and covenant not to sue** Nebraska Wesleyan University, the Nebraska Wesleyan University Board of Governors, or any of their employees, instructors, volunteers, agents, and all others who are involved, **from any and all present and future claims resulting from ordinary negligence on the part of the University or others listed** for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction during the \_\_\_\_\_ (trip), activities or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.**

I understand that the \_\_\_\_\_ (trip) may involve certain risks, and that equipment provided for my protection may be inadequate to prevent serious injury. In addition, I understand that participation in the \_\_\_\_\_

\_\_\_\_\_ (trip) involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants.

**I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.**

**I acknowledge that while the University will make every reasonable effort to minimize exposure to known risks, all stresses and hazards associated with this activity that cannot be foreseen. I have a personal responsibility to follow safety rules and procedures established by \_\_\_\_\_ (Instructor) and will make him/her aware of any point in which I question my ability to participate in any activity.**

**I further agree to indemnify and hold harmless Nebraska Wesleyan University and others listed** for any and all claims arising as a result of my participation at \_\_\_\_\_ (trip) or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Nebraska.

I affirm that I am of legal age and am freely signing this agreement. **I have read this form and fully understand that by signing this form, I am giving up legal rights** and/or remedies which may be available to me for the ordinary negligence of Nebraska Wesleyan University or any of the parties listed above. I understand that this agreement is a binding legal document.

**CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING:**

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
(Address and Telephone Number of Witness)

\_\_\_\_\_  
Signature of Parent/ Guardian (if student is under age 19)

\_\_\_\_\_  
Date signed