

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Course name _____ Semester _____

I _____, a student at Nebraska Wesleyan University, understand that one of the requirements of this class is to participate in an off-campus project and I am doing so voluntarily.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the University, including its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED. I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death, I understand that these potential risks are incidental to my participation in activities which may include, but are not limited to: working with people, participating in sports and recreation activities, cleaning and maintenance projects, preparing and serving food, and other service activities, transportation to and from volunteer work sites, including via a private vehicle, University owned vehicles, and common carriers, and in any independent research or activities I undertake as an adjunct to the Program. Furthermore, I acknowledge that there are other potential dangers incidental to my participation in the Program due to weather conditions, volunteer facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS IF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS, and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (know or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, REGARDLESS OR WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS."

PERSONAL MEDICAL INSURANCE. I understand that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program, except that the University assumes responsibility for medical expenses for injuries directly related to my participation in the program. I understand and agree that the University shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of the University's negligent or intentional acts, including but not limited to loss of wages.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST NINETEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

_____ Date _____
Student Signature

Signature of Parent/legal guardian's signature if student is under the age of 19.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with Participant in granting a release to Releasees as set forth in detail above.

_____ Date _____
Parent/Guardian Signature

Parent/Guardian Printed Name

