

Western Nevada College

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT For Domestic Travel

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the _____ (the "Activity") at Western Nevada College ("WNC"). I understand and agree that the Activity involves certain hazards, dangers and risks regardless of the precautions taken by WNC. Specific risks / hazards involved with the Activity include, but are not limited to, the following:

1. Traveling to and from the Activity (transportation **is not** provided by WNC.).
2. Manual labor, including lifting, reaching, stretching, and moving objects — individuals should be aware of own physical limitations.
3. Inclement weather that can impact safety (rain, cold, wind, heat).
4. Slips, trips and falls
5. Steep slopes, uneven terrain, loose rocks and gravel.
6. Accidents and injuries due to negligence of other participants and/or WNC
7. Working with other volunteers from organizations outside of WNC.

Knowing this information and the risks related to this Activity, in consideration of my participation in the Activity, I **expressly** and **knowingly** agree as follows:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with applicable WNC policies and procedures. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that WNC has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any WNC policy or procedure or rule of the Activity, or for any other reason in WNC's discretion.

PHYSICAL ACTIVITY: I have made myself aware of the physical requirements necessary for participation in the Activity and I certify that I am able to participate in the Activity. I further certify that I have not been advised by a qualified medical professional to not participate, nor are there any health-related reasons or problems which preclude my participation in the Activity. I understand that failure to disclose accurate information regarding my abilities to participate could result in serious harm to me or other participants.

INFORMED CONSENT AND ASSUMPTION OF RISK: I recognize and agree that participation in the Activity is entirely optional and voluntary. Further, I have been informed of, understand and agree that such participation involves various inherent hazards, dangers, and risks, including without limitation, and only by way of example, the risk of trips, slips and falls; strains, fractures, cuts, broken bones, and other wounds to hands, head, feet, eyes and other body parts; serious personal injury and illness, paralysis, permanent disability, and even possibly death; impalement; dehydration and physical exhaustion; mental fatigue; exposure to the elements; and accidents due to the negligence of other users or WNC personnel or vendors, or due to defective or inadequate facilities or equipment, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear the various aspects of the Activity. I understand that as a participant in the Activity I could sustain serious personal injuries, property damage, or even death as a consequence of not only WNC's actions or inactions, but also the actions, inactions, negligence or fault of others or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, property damage, disability or death that I may sustain by any means is my responsibility except for those occurrences due to WNC's negligence or intentional acts. I KNOWINGLY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN, OR ANY LOSS TO OR DAMAGE OF PROPERTY BROUGHT WITH ME TO THE ACTIVITY, AS A RESULT OF BEING ENGAGED IN SUCH ACTIVITY, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF WNC PERSONNEL OR OTHERWISE.

RELEASE AND WAIVER OF LIABILITY: With full awareness and appreciation of the risks involved, and to the extent authorized by law, I, individually, and on behalf of my family, estate, heirs, executors, administrators, personal representatives, successors and assigns, hereby forever release, waive, discharge and agree not to sue

the State of Nevada, the Board of Regents, the Nevada System of Higher Education, Western Nevada College, and each their respective regents, officers, employees, agents, servants, independent contractors, affiliates, volunteers and representatives (collectively the "Released Parties"), from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgments, cost, expense or attorneys' fees, including, but not limited to, those arising from injury, loss or damage to my person or property, which arise out of, occur during, or are in any way the result of or connected with my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, AND REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY OCCURS OR IS BEING CONDUCTED.** I further agree that NSHE and WNC are not in any way responsible for any injury or damage that I sustain as a result of my own acts.

INDEMNITY: I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including reasonable attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to my participation in the Activity, whether caused in whole or in part by the negligence of the Released Parties or otherwise.

PERSONAL MEDICAL INSURANCE: I understand that WNC does not provide health insurance coverage to me during any aspect of my participation in the Activity. I further acknowledge 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 Activity.

CONTROLLING LAW: I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41.

SEVERABILITY: If any term or provision of this Agreement shall be held invalid, illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions of the Agreement shall continue in full legal force and effect.

I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Participant Name: _____

Participant Signature: _____

Dated: _____

Contact phone number: _____

Emergency contact name: _____

Emergency contact phone number: _____

If participant is a minor:

I am the parent or legal guardian of the Participant. I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights that I or the Participant might otherwise have, and that I have signed it knowingly and voluntarily. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this Agreement. I agree to be bound by the terms of this Agreement.

Guardian Name: _____

Guardian Signature: _____

Dated: _____