

Western Nevada College

ACTIVITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, am a student enrolled at Western Nevada College, a member institution of the Nevada System of Higher Education ("NSHE"). I understand and hereby acknowledge that my participation in _____ is voluntary. In consideration of being allowed to participate in _____ at Western Nevada College, Carson City, NV, I hereby agree as follows:

1. I understand the nature of the _____ I may participate in (i.e.: mountaineering, hiking, mountain camping, skiing, snow sports, sport climbing, biking, backpacking) may require mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise that requires physical fitness, strength, and stamina.

2. I understand that the _____ described herein involve the risk of injury or death and the risk of damage to or loss of property. I understand that these activities involve serious dangers and inherent risks, including risks associated with travel to and from such activities in Nevada and California, as well as travel to and in mountainous regions and other remote places. I understand, accept, and voluntarily assume these risks.

3. I understand that neither the NSHE nor Western Nevada College will provide medical or health insurance coverage to me during any aspect of my participation in _____ at Western Nevada College. I hereby represent and warrant that I am and will be covered throughout the activity by a policy of comprehensive health and accident insurance that provides coverage for injuries I may sustain in the course of my participation in the activity. I understand I may be required to show proof of insurance coverage prior to my participation in the activity.

4. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the NSHE and Western Nevada College, and their employees, agents, and representatives, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs,

including attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the activity.

5. To the extent authorized by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the NSHE and Western Nevada College, and their employees, agents, and representatives, from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the activity.

6. To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against the NSHE and/or Western Nevada College and/or their employees, agents, and representatives, I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, 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's Name: _____ Date: ____/____/____

Signature: _____ Date: ____/____/____

If participant is a minor, the following must be completed to indicate approval and agreement:

Guardian's Name: _____

Guardian's Signature: _____ Date: ____/____/____