



University of Nevada Las Vegas
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, hereby acknowledge that I have voluntarily elected to allow my child participate in _____ (the "Activity") on _____, a sponsored event/program by the University of Nevada Las Vegas ("UNLV"), a member institution of the Nevada System of Higher Education ("NSHE"). I understand and agree that the Activity involves certain risks, which include, but are not limited to, the following:

1. Drowning or inhalation of water arising from being overwhelmed, the actions of others, exhaustion or unconsciousness, or incapacitation through swallowing water, blackout, heart attacks, carotid sinus syncope or stroke.
2. Exposure to or immersion in the water and/or its chemicals.
3. Overuse injuries.
4. Collision with other swimmers, the pool walls or other objects.
5. Minor injuries such as scratches, bruises and sprains, ear infections, breathing difficulties, eye irritations and athletes foot.
6. Major injuries such as broken/fractured bones, concussions, joint or back injuries, torn tendons, ligaments and other muscles, eye injury, heart attack, paralysis, brain damage, and/or death.

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 UNLV policies and procedures, including those listed in the UNLV Student Code of Conduct. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that UNLV has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of UNLV or other participants, my conduct violates any rule of the Activity, or for any other reason in UNLV's discretion.

INFORMED CONSENT:

I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity, including but not limited to transportation to and from campus via private vehicle, participation in the manual labor, physical exertion, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any activities I undertake as an adjunct to 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 UNLV'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 UNLV's negligence or intentional acts.

I further understand that UNLV activities are sometimes conducted by personnel who may not be licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made by UNLV or NSHE to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and herein employed to provide such professional services. I acknowledge my obligation to immediately inform the nearest employee of any pain, discomfort, fatigue and/or any other symptoms that I may suffer during and immediately after my participation. I understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by an employee who observes any symptoms of distress or abnormal response.

RELEASE AND WAIVER OF LIABILITY:

To the extent authorized by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby release, forever discharge and agree not to sue NSHE and UNLV and their officers, employees, agents, volunteers and representatives, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgements, cost, expense or attorney's 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 NSHE OR UNLV, UNLESS THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR UNLV'S NEGLIGENCE OR INTENTIONAL ACTS, 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 UNLV are not in any way responsible for any injury or damage that I sustain as a result of my own acts.

ASSUMPTION OF RISK:

I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or event death. I understand that there are potential risks as a consequence of my participation in the Activity which include, but are not limited to the following: travel to and from UNLV property via private vehicles, manual labor, physical exertion, weather conditions, facility conditions, equipment conditions, first aid operations or procedures, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVENT IF ARISING FROM THE ACTS OF NSHE OR UNLV, UNLESS THEY ARISE FROM NESHE OR UNLV'S NEGLIGENT OR INTENTIONAL ACT,** and I assume full responsibility for my participation in the Activity.

INDEMNITY:

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless NSHE and UNLV 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, judgements, expenses, and costs, including attorney's fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Activity.

PERSONAL MEDICAL INSURANCE:

I understand that neither the NSHE nor UNLV will 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:

To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against NSHE and/or UNLV 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.

I hereby acknowledge that 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 the Participant or I 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 document. I agree to be bound by the terms of this document.

Participants' Name (Child participating in Activity): _____ Date of Birth: _____

Relationship (Please indicate whether Parent or Guardian): _____

Parent/ Guardian Name: _____

Parent or Guardian Signature

Date