

VOLUNTARY ACTIVITY WAIVER

Release and Indemnification Agreement

This form is to be used for voluntary activities or events which increase the risk of injury and are not part of the individual's normal job duties or classroom curriculum. The Department or College should add any other identified risks associated with this activity, and delete those risks that do not apply.

I, _____, hereby acknowledge that I have voluntarily elected to participate in the _____ (the "Activity") associated with Truckee Meadows Community College ("TMCC") 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: (check, delete or add items as necessary)

- Traveling to and from the Activity (transportation is/is not provided by TMCC).
- Manual labor, including lifting, reaching, stretching, and moving objects. Individuals should be aware of own physical limitations.
- Inclement weather that can impact safety (rain, cold, wind, heat).
- Steep slopes, uneven terrain, loose rocks and gravel, slippery conditions.
- Working with other volunteers from organizations outside of TMCC.
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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 TMCC policies and procedures, including those listed in the TMCC Student Code of Conduct. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that TMCC 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 rule of the Activity, or for any other reason in TMCC'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 rehearsals, recreational activities, and classroom activities, 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 TMCC'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 TMCC's negligence or intentional acts.

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 TMCC and their officers, employees, agents, volunteers and representatives, 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 NSHE OR TMCC, UNLESS THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR TMCC'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 TMCC 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 even 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 NSHE property via private vehicles, 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, EVEN IF ARISING FROM THE ACTS OF NSHE OR TMCC, UNLESS THEY ARISE FROM NSHE OR TMCC'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 TMCC 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.

PERSONAL MEDICAL INSURANCE: I understand that neither the NSHE nor TMCC 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 TMCC 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.

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.

Voluntary Activity Waiver

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: _____

Signature: _____ Date: _____

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 document. I agree to be bound by the terms of this document.

Guardian's Name: _____

Signature: _____ Date: _____