

TRUCKEE MEADOWS COMMUNITY COLLEGE

FIELD TRIP/EXCURSION CLASS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, am a student enrolled at Truckee Meadows Community College, a member institution of the Nevada System of Higher Education (“NSHE”). I understand and hereby acknowledge that my participation in field trip or off campus or school sponsored activities at Truckee Meadows Community College is wholly voluntary. In consideration of being allowed to participate in field trip or off campus class activities at Truckee Meadows Community College, I hereby agree as follows:

1. I understand the nature of the field trip and/or off campus class activities I may participate in (_____) that may require mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include exercise that requires physical fitness, strength, and stamina as well as _____.
2. I understand that the activities 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 or rural places. I understand, accept, and voluntarily assume these risks.
3. I understand that neither the NSHE nor Truckee Meadows Community College will provide medical or health insurance coverage to me during any aspect of my participation in outdoor and/or exercise class activities at Truckee Meadows Community 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 Truckee Meadows Community 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 Truckee Meadows Community 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 Truckee Meadows Community 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: _____

Signature: _____

Dated: _____

If participant is a minor:

Guardian's Name: _____

Guardian's Signature: _____

Dated: _____