

# WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

## Activity with Private Vehicle

I, \_\_\_\_\_, am a student enrolled at the University of Nevada Las Vegas ("UNLV"), a member institution of the Nevada System of Higher Education ("NSHE"). I understand and hereby acknowledge that I have voluntarily elected to participate in the field trip opportunity to (enter name of project, event, or organization AND date of the activity, e.g. Red Rock Canyon on August 1, 2020) \_\_\_\_\_ for (the "Activity")(enter name of class and course number) \_\_\_\_\_. If participation is mandatory for the Activity and I am unwilling to accept such risks, I have the right to ask for an alternative assignment.

I understand and agree that the Activity involves certain risks which include, but are not limited to, the following:

1. Physical injury, illness, accident or death in traveling to and from, and participating in the Activity (transportation is not provided by UNLV).
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. Property loss, theft or damage.

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 the 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.

### **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 State of Nevada, 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, 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 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 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 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, EVEN IF ARISING FROM THE ACTS OF NSHE OR UNLV, UNLESS THEY ARISE FROM NSHE 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, 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 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.

**CAR INSURANCE AND USE OF PRIVATE VEHICLE:**

I understand and agree that any accident, injury or death which occurs to me while in or related to use of a private vehicle will be covered exclusively by the insurance coverage obtained by the vehicle owner's or operator, or by my own medical, accident, or other insurance. I further understand and agree that I will personally pay or bear responsibility for any cost, expense or damage not covered by the mentioned insurance.

I acknowledge that the UNLV's insurance does not cover private vehicles. I also understand that UNLV cannot be responsible for ensuring the safety and reliability of such private transportation or driver, or for any non-sponsored activities and travel in which I might participate before, during or after the UNLV-sponsored Activity, and I therefore accept the risks and responsibilities associated with such private vehicle travel and non-sponsored activities.

**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 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: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

**EMERGENCY INFORMATION AND CONTACT:**

Emergency Contact's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Please list any special medical services required, existing medical conditions, or allergies of Participant.

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