

WAIVER AND RELEASE OF LIABILITY for Osher Lifelong Learning Institute (OLLI)

This **WAIVER** and **RELEASE OF LIABILITY** was executed this ____ day of _____, 2____, at Lincoln, Lancaster County, State of Nebraska by _____, (**Releasor**) in favor of the **UNIVERSITY OF NEBRASKA and its Regents, Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns (University)**.

The **Releasor** wishes to participate in **Osher Lifelong Learning Institute (OLLI) Activities**. In consideration for the privilege of participation in the program, the **Releasor** consents and agrees to the following:

1. **Releasor** certifies that he/she is physically capable of participating in the Activities and that he/she will take responsibility for physical fitness and capability to perform under normal conditions of the Activities. **Releasor** is encouraged to get his/her physician's opinion prior to participating in any OLLI Activities. In the event of a medical emergency, the University of Nebraska or its representatives have my permission to take whatever measures they deem reasonable to render assistance and that I will be financially responsible for any expenses involved.
2. **Releasor** realizes that participation in the Activities involves certain risks and dangers. **Releasor** has hereby been made aware that participation in the Activities may have the following non-exclusive list of certain risks which I accept: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion; drowning; lightning strikes; injury to bones, joints, muscles, internal organs; and environmental conditions. In addition, I understand and accept the incidental risks of travel to and from the site of activity; participation at sites that may be remote from available medical assistance; and the possible reckless conduct of other participants.
3. Consequently, while understanding that the **UNIVERSITY** has taken precautions to provide organization, supervision, and equipment for reasonable safety, **Releasor** assumes joint and personal responsibility for safety while participating in the Activities. Pursuant to that joint and personal responsibility, **Releasor** agrees to comply with the instructions and direction of representatives and staff members of the University. **Releasor** understands that failure to abide by the instructions and rules may result in his/her termination from the activity. **Releasor** accepts personal responsibility to ensure that any equipment needed to participate in the the Activities and used by the **Releasor** is safe and functioning properly and to refrain from causing loss or damage to the property of the **University**. **Releasor** realizes that he/she is solely responsible for any personal equipment, supplies, or property he/she may choose to use during the duration of the Activities.
4. **Releasor** further agrees to indemnify and hold harmless the **UNIVERSITY** for any and all claims or actions as a result of engaging in, using **University** facilities and equipment, or receiving instruction for the Activities or any activities incidental thereto whatsoever, whenever, or however the same may occur.
5. **Releasor** is aware that if he/she uses a vehicle not operated by the **University** for transportation to, at, or leaving the activity site, the **University** is **NOT** responsible for any damage caused by or arising from **Releasor's** use of such vehicle. Furthermore, **Releasor** acknowledges that he/she is solely responsible for any action he/she takes outside the scope of those actions permitted by the **University** for purposes of the particular activity regardless if occurring before, during, or after the duration of the activity. **Releasor** agrees to follow University policies when operating a University owned vehicle.
6. In consideration of participation in the Activities, **Releasor** hereby **RELEASES** and covenants not-to-sue the **UNIVERSITY** for any and all present and future claims resulting from ordinary negligence on the part of the **UNIVERSITY** for property damage, personal injury, or wrongful death arising as a result of his/her engaging in, using **University** facilities and equipment, or receiving instruction for the Activities or activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by **Releasor's family, estate, personal representative, heirs, or assigns**.

I have read and understand that this **WAIVER** is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska. I further agree the venue for any legal proceeding shall be in the State of Nebraska. I understand the rights that I am **waiving** and that I am freely signing this **WAIVER AND RELEASE**. I have read and fully understand that by signing this agreement I am giving up legal rights and remedies, which may be available to me for ordinary negligence of the **UNIVERSITY**. I further agree to follow and abide by the regulations and rules of the **UNIVERSITY** as they pertain to the Activities and to reimburse and make good to the **UNIVERSITY** any loss, damage, or cost the **UNIVERSITY** may have to pay as a result of my participation in the program.

Read and check the box on the OLLI registration form.