HERBICIDE, CHEMICAL & POWER EQUIPMENT, AND
ALL-TERRAIN VEHICLE
WAIVER OF LIABILITY
Glacier Creek Preserve, T.L. Davis Prairie, and ARDC
(Form current as of 5 August 2014)

The person signing below (i.e. “Volunteer”), on behalf of himself/herself, all his/her successors, assigns, heirs, devisees, next-of-kin, personal representatives, executors and administrators and any other persons who may now or in the future make any claim through or on behalf of him/her, hereby certifies to the University of Nebraska Board of Regents, the Glacier Creek Preserve and T.L. Davis Prairie at the University of Nebraska at Omaha, and Agricultural Research and Development Center at Mead (ARDC) of the University of Nebraska – Lincoln (entirely hereafter referred to jointly as GCP) as follows:

1. The Volunteer is at least 19 years of age and has full legal and mental capacity to assume all risks associated with any herbicide, chemical, power equipment or all-terrain vehicle (e.g. Polaris Ranger 6x6) used by the Volunteer at GCP.

2. The Volunteer fully acknowledges that he/she has been appropriately and thoroughly trained on the herbicides, chemicals and/or the power equipment, and/or all-terrain vehicles to be used and/or operated at GCP, including proper use and hazards and risks associated with the herbicides, chemical or power equipment, and all-terrain vehicle operation.

3. The Volunteer fully acknowledges that he/she has been properly equipped with the appropriate Personal Protective Equipment (PPE) for any herbicide or chemical application or power equipment used at GCP, and that he/she has been informed of or knows the importance of wearing PPE as well as the risks and hazards associated with not wearing appropriate PPE. It is understood and accepted by the Volunteer that appropriate PPE must be worn at all times during application of herbicides or chemicals and/or during use of power equipment. Should the Volunteer exhibit noncompliance of this rule, it is solely a decision made by his/her own judgment and not that of the person(s) in charge of volunteer operations or anyone affiliated with GCP. In the case of noncompliance, the Volunteer will continue, as during all Volunteer Activities, to be held accountable and liable as defined in the signed document, "Volunteer Waiver of Liability, Glacier Creek Preserve and T.L. Davis Prairie."

4. The Volunteer fully acknowledges that he/she has been given the opportunity to ask questions about proper use of equipment, herbicide and chemical handling, all-terrain vehicle safety and operation, PPE, or any other questions deemed appropriate and necessary to his/her personal safety, and that the questions have been adequately answered by person(s) in charge of volunteer operations.

5. The Volunteer understands that photographs may be taken of her/him from time to time for use in UNO publications or other UNO uses.

6. The Volunteer fully acknowledges that he/she feels comfortable using the herbicide or chemical or power equipment or all-terrain vehicles at GCP, and is doing so willingly and without hesitation. The Volunteer fully acknowledges that, if at any time he/she no longer feels comfortable or no longer wishes to use herbicides, chemicals, power equipment, or all-terrain vehicles, he/she has the explicit right to cease use of herbicides, chemicals, power equipment or all-terrain vehicles and/or cease volunteer activities.

7. It is understood that volunteers will be directly supervised by university staff or faculty.

IN WITNESS WHEREOF, the Volunteer has executed this Waiver as of the date written below and valid for the current year.

Signed Name: ______________________________________

Printed Name: ______________________________________

Date: ______________________________________