

PARENT/GUARDIAN WAIVER OF LIABILITY

Glacier Creek Preserve, T.L. Davis Prairie, ARDC

(Form current as of 5 August 2014)

The person signing below (the "Parent/Guardian"), on behalf of _____ (the "Volunteer"), all the Volunteer's 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 Parent/Guardian is the legal and lawful guardian of the Volunteer.
2. The Parent/Guardian is at least 19 years of age and has full legal and mental capacity to execute this Waiver on behalf of the Volunteer with regard to the GCP Activities.
3. Both the Parent/Guardian and the Volunteer understands that activities sponsored by GCP include shrub, plant and tree control and other "on site" restoration/conservation work. The form of such activities includes, without limitation, the dragging and piling of downed trees and shrubs, the use of handsaws and motorized chain saws, the use of tree trimmers and other sharp, bladed instruments (including instruments known as "loppers"), the application of herbicidal chemicals (which chemicals can be dangerous to humans), the setting of fires and such other related activities as the GCP may determine (from time to time and in GCP's sole discretion) to be appropriate. All activities of the type described in this #2 are the "GCP Activities". The GCP Activities may occur on Glacier Creek Preserve or on T.L. Davis Prairie.
4. The Parent/Guardian hereby authorizes the Volunteer to attend and participate in all GCP Activities, except such GCP Activities as the Parent/Guardian has indicated in this No. 4 in writing:

5. The Parent/Guardian willingly, knowingly, voluntarily, in good faith and with specific and express intent forever waives, relinquishes, releases and discharges GCP, all their directors, officers, agents, employees and affiliates, and all persons related to any of them from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, liabilities, demands, expenses, obligations, costs and fees (including without limitation attorneys' fees), whether known or unknown, foreseen or unforeseen, which the Parent/Guardian has asserted, could have asserted or could in the future assert with regard to any and all of the GCP Activities.
6. Neither the Volunteer nor the Parent/Guardian shall bring any action, suit or proceeding, including any arbitration proceeding, or take any other civil or administrative action against GCP, either directly or indirectly, regarding or related in any way or manner to the claims released in #3 above. The Parent/Guardian and Volunteer further agree that this Waiver is a bar to any such claim, and this Waiver may be pled as a complete defense to any such claim.
7. The Parent/Guardian understands that photographs may be taken of the Volunteer from time to time for use in UNO publications or other UNO uses.
8. It is understood that volunteers will be directly supervised by university staff or faculty.
9. This Waiver, which is valid for the current year, shall be governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parent/Guardian has executed this Waiver as of the date written below.

Signed Name: _____

Printed Name: _____

Date: _____