

**UNIVERSITY OF NEBRASKA OMAHA**  
**Service Project Waiver and Release**

PLEASE PRINT

Full Name: \_\_\_\_\_

School Name: \_\_\_\_\_

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FORM MUST BE SIGNED AND SUBMITTED BEFORE PARTICIPATING IN A SERVICE PROJECT.**

**Waiver:** In consideration for being permitted to participate in any way in the above-stated Service Project ("the Service Project"), including any associated use of the premises, facilities, staff, equipment, transportation, and/or services, Participant, and his/her parent/legal guardian if applicable (collectively, "Participant"), for himself/herself and his/her heirs, personal representatives, and assigns, does hereby release, waive, discharge, and promise not to sue the Board of Regents of the University of Nebraska, its officers, employees, and agents ("the University"), from liability for any and all claims, including the negligence of the University, resulting in personal injury (including death), accidents or illnesses, property loss, and damages in connection with Participant's participation in and/or travel to or from the Service Project and/or any use of University premises and facilities or other non-University premises or facilities.

**Assumption of Risks:** Participation in the Service Project carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death. Participant understands and appreciates these and other risks that are inherent in the Service Project. Participant hereby asserts that his/her participation in the Service Project is voluntary and that he/she knowingly assumes all such risks.

**Indemnification and Hold Harmless:** Participant agrees to indemnify, defend, and hold harmless the University from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of Participant's involvement in the Service Project, including any travel to or from the Service Project, and to reimburse the University for any such expenses incurred defending any and all claims related to Participant's participation in and/or travel to or from the Service Project.

**Medical Treatment Authorization:** Participant understands that an emergency may develop which necessitates medical care. In the event of an accident, injury, or illness, Participant authorizes representatives of the University to obtain medical treatment for Participant. Participant understands that such treatment shall be solely at Participant's expense. Notwithstanding the foregoing, Participant understands and agrees that the University has no obligation to provide or seek out any medical treatment for Participant.

**Photo Release:** Participant gives the University permission for photographs, video, and/or audio taken of Participant while participating in the Service Project to be used in advertising, marketing, and public relations materials in promotion of the Service Project and/or the University.

**Confidentiality Not Guaranteed:** Participant acknowledges and understands that as part of the Service Project registration process, Participant may be asked to provide the University with personal information such as Participant's name, address, phone number, date of birth, gender, school, grade, ethnicity, and/or medical information. Participant acknowledges and understands that while the University will take steps to protect the confidentiality of the information, such confidentiality cannot be guaranteed.

**Severability:** Participant agrees that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid, the remaining portions will continue to have full legal force and effect.

**Governing Law and Jurisdiction:** The Agreement shall be governed by the laws of the State of Nebraska, without regard to its choice of law provisions. Any legal action brought under this Agreement shall be instituted in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Participant in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

**Acknowledgment of Understanding:** Participant has read this Agreement, fully understands its terms, and understands that Participant is giving up substantial rights, including the right to sue. Participant confirms that Participant is signing the agreement freely and voluntarily, and intends the signature(s) below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Participant Name (Print)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Participant Signature (If 19 or Older)

\_\_\_\_\_  
Date

**IF PARTICIPANT IS UNDER 19 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW.**

I, the parent/legal guardian of Participant, hereby agree to the above on behalf of Participant.

\_\_\_\_\_  
Parent/Legal Guardian Name (Print)

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date