

**World Food Prize Nebraska Youth Institute
University of Nebraska**

WAIVER AND RELEASE OF LIABILITY for Nebraska Youth Institute Activities

DISCLAIMER: The **UNIVERSITY OF NEBRASKA** is **NOT RESPONSIBLE** for any injury or loss of property to any person suffered while traveling or participating in World Food Prize Nebraska Youth Institute Activities for any reason whatsoever, including ordinary negligence.

This WAIVER and RELEASE OF LIABILITY was executed this _____ day of _____, 20____, 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 World Food Prize Nebraska Youth Institute 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 and is not under the influence of drugs or alcohol or any illicit or prescription drugs that might create risks to Releasor or other participants in Nebraska Youth Institute activities. He/she will take responsibility for physical fitness and capability to perform under normal conditions of Nebraska Youth Institute activities. Releasor is encouraged to get his/her physician's opinion prior to participating in any Nebraska Youth Institute 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 and/or my family will be financially responsible for any expenses involved.
2. Releasor has hereby been made aware that participation in Nebraska Youth Institute activities has the following non-exclusive list of certain risks, which I accept:

Activities

Activities presently involve programs that involve visiting and interacting with materials/animals in greenhouses, labs, animal holding facilities and other science facilities. Certain activities will require Releasor to travel by vehicle and/or on foot and by other means, over improved and unimproved roads/ trails. Nebraska Youth Institute may discontinue or add certain activities at its sole discretion. Releasor understands, acknowledges and agrees that the activities listed above are inherently dangerous.

Risks

Travel risks that Releasor has been made aware of include exposure to vigorous activity involving severe respiratory and cardiovascular stress, collision, falling, and all manner of injury, including, but not limited to: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; **blisters; cuts; lacerations; abrasions; dismemberment; 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 and the possible reckless conduct of other participants.

Environmental risks that the Releasor has been made aware of include, but are not limited to, insects, stock animals, and other large animals; animal and insect bites/ stings may expose participant to illnesses/ diseases and forces of nature, including weather which may change to extreme conditions. Possible injuries and illness include allergic reactions and any other mild or serious conditions.

(see reverse side)

Decisions made by the instructors, other staff (including volunteers), contractors and students will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a student's capabilities, environment, terrain, water and weather conditions, natural hazards, travel routes, and medical conditions.

This list does not describe all possible risks associated with the premises, equipment and Nebraska Youth Institute activities and the list in no way limits the extent or scope of the following assumption of risk, release and indemnity. Releaser has been made aware that the risks described in this document, and others are inherent in the Activities - that is, they cannot be eliminated without destroying the basic nature of the Activities and reducing the appeal and value of the Activities.

3. **Consequently, while understanding that the University has taken precautions to provide organization, supervision, and equipment for reasonable safety, Releaser assumes joint and personal responsibility for safety while participating in Nebraska Youth Institute activities.** Pursuant to that joint and personal responsibility, Releaser agrees to comply with the instructions and direction of representatives, volunteers, and staff members of the Nebraska Youth Institute. Releaser understands that failure to abide by the **instructions and rules may result in his/her termination from the activity. Releaser accepts personal responsibility to ensure** that any equipment needed to participate in the Nebraska Youth Institute activities and used by the Releaser is safe and functioning properly and to refrain from causing loss or damage to the property of the University and the Nebraska Youth Institute. Releaser realizes that he/she is solely responsible for any personal/ rental equipment, supplies, or property he/she may choose to use during the duration of the activity.
4. Releaser 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 Nebraska Youth Institute activities or any **activities incidental thereto whatsoever, whenever, or however the same may occur.**
5. Releaser acknowledges that photographs and digital images may be taken during participation. Releaser understands and agrees that the images may be published and used by the University.
6. Releaser 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 Releaser's use of such vehicle. Furthermore, Releaser 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. Releaser agrees to follow University policies when operating, or is a passenger a University owned vehicle.
7. In consideration of participation in Nebraska Youth Institute activities, Releaser 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 my engaging in, using **University facilities and equipment, or receiving instruction for Nebraska Youth Institute or activities thereto, wherever, whenever, or however the same may occur.** Releaser hereby voluntarily waives any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by Releaser'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 and agree that if any part is held invalid, the remaining parts of this WAIVER AND RELEASE will continue in full force and effect as intended. 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 WAIYER 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 Nebraska Youth Institute 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.

_____	_____	_____	Releaser is over the		
Emergency Contact Name	E. Contact Phone #	Releaser's Birth Date	age of 19 (check box)	Y	N

If RELEASOR is under the age of 19, PARENT and/or LEGAL GUARDIAN MUST SIGN

_____	_____	_____	_____
RELEASOR (Signed)	RELEASOR (Printed)	Parent/Guardian (Signed)	Parent/Guardian (Printed)