

UNIVERSITY OF NEBRASKA MEDICAL CENTER
(INBRE SUMMER PROGRAM)

WAIVER AND RELEASE OF LIABILITY

Please read the following carefully. If you have any questions, have them answered before signing this document.

This is a legally binding Waiver and Release of Liability executed by _____, (Participant (if 19 or older) or Releasor (if parent/guardian signing on behalf of Participant)) to the Board of Regents of the University of Nebraska (Board of Regents), a public body corporate for and on behalf of the University of Nebraska Medical Center (UNMC).

In consideration of being permitted to participate in the NE-INBRE Program, Releasor/Participant, in full recognition and appreciation of the dangers and risks inherent in such activities and on behalf of Participant, myself, my heirs, devisees, assigns, and any other person or entity claiming by or through me or the Participant, **DOES HEREBY FULLY AND FOREVER WAIVE AND RELEASE** UNMC, the Board of Regents, its employees, faculty, members, students, and any businesses or persons participating in the Program, as well as INBRE from all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Releasor or participant may have or which may hereafter accrue to Releasor or Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death that may be sustained or by any property belonging to Releasor or Participant, whether caused by any action or inaction, including but not limited to negligence or omission, of UNMC or its employees, or otherwise, while Releasor or Participant is participating in the Program, including but not limited, all times that the Releasor and/or Participant is in, on, upon, or in transit to or from the UNMC Campus where the Program or any adjunct to the Program, occurs or is being conducted.

Releasor/Participant understands and represents that participation in the Program is voluntary and Releasor/Participant agrees to assume full responsibility for any injuries or damages resulting from Participant's participation in this Program. Releasor/Participant recognizes and understands that the Program activities may be hazardous, that Participant's participation is solely at his/her own risk, and that Releasor/Participant assumes full responsibility for all injuries and damages.

Releasor/Participant understands that it is Releasor's/Participant's responsibility to notify the appropriate person at UNMC of emergency medical information. Releasor/Participant understands and agrees that UNMC is granted permission to authorize emergency medical treatment for Participant, if necessary, and that such action by UNMC shall be subject to the terms and conditions of this Waiver and Release of Liability.

Releasor/Participant also understands that this Waiver and Release of Liability binds himself/herself, his/her heirs, executors, administrators, and assigns, as well as Participant. Releasor/Participant understands and agrees that by signing this Waiver and Release of Liability on behalf of Participant (if Releasor is Parent/Guardian of participant), Releasor will be giving up the same rights for the Participant as Releasor would be giving up if Releasor signed this document on his/her own behalf.

In signing this Waiver and Release of Liability, Releasor/Participant acknowledges and represents that he/she is fully informed of this document, that he/she have reviewed it, and that Releasor/Participant signs this document voluntarily. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. Releasor/Participant further states that there are no health related reasons or problems which preclude or restrict Participation in the Program, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.

Releasor/Participant understands and agrees that the foregoing Waiver and Release of Liability shall apply whether the claim is based upon any legal basis, including but not limited to, breach of contract, negligence, gross negligence, strict tort, breach of any statutory duty or principle of indemnity.

Releasor/Participant also understands and agrees that this Waiver and Release of Liability shall be construed in accordance with the laws of the State of Nebraska. Releasor agrees that if any action arising in connection with the Program brought by Releasor (if parent/guardian of participant) or Participant shall be filed exclusively in the state or federal courts located in the County of Douglas, State of Nebraska. If any term or provision of this Waiver and Release of Liability shall be held illegal, unenforceable, or in conflict with any law governing this Waiver and Release of Liability the validity of the remaining portions shall not be affected thereby.

Participant or Parent's/Guardian's Name

Witness's Name

Participant or Parent's/Guardian's Signature Date

Witness's Signature Date