

[Name of Institution]

**{name of class/title of activity} CLASS WAIVER, RELEASE, AND
INDEMNIFICATION AGREEMENT**

I, _____, am a student enrolled at _____, a member institution of the Nevada System of Higher Education (“NSHE”). I understand and hereby acknowledge that my participation in [class description] is wholly voluntary. In consideration of being allowed to participate in [name of class/title of activity] at [institution and location] I hereby agree as follows:

1. I understand the nature of the [name of class/title of activity] I may participate in (ie: mountaineering, hiking, mountain camping, skiing, snow sports, sport climbing, biking, backpacking) may require mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise that requires physical fitness, strength, and stamina.
2. I understand that the [name of class/title of activity] described herein involve the risk of injury or death and the risk of damage to or loss of property. I understand that these activities involve serious dangers and inherent risks, including risks associated with travel to and from such activities in Nevada and California, as well as travel to and in mountainous regions and other remote places. I understand, accept, and voluntarily assume these risks.
3. I understand that neither the NSHE nor [Name of Institution] will provide medical or health insurance coverage to me during any aspect of my participation in [name of class/title of activity] at [Name of Institution]. I hereby represent and warrant that I am and will be covered throughout the activity by a policy of comprehensive health and accident insurance that provides coverage for injuries I may sustain in the course of my participation in the activity. I understand I may be required to show proof of insurance coverage prior to my participation in the activity.
4. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the NSHE and [Name of Institution], and their employees, agents, and representatives, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the activity.
5. To the extent authorized by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the NSHE and [Name of Institution], and their employees, agents,

and representatives, from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the activity.

- 6. To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against the NSHE and/or [Name of Institution] and/or their employees, agents, and representatives, I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Participant's Name: _____

Signature: _____

Dated: _____

If participant is a minor:

Guardian's Name: _____

Guardian's Signature: _____

Dated: _____