



University of Nevada Reno
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT
(Lake Tahoe Music Camp)

I, _____ (Camper's name), hereby acknowledge that I have voluntarily elected to participate in the Lake Tahoe Music Camp (the "Activity") at the University of Nevada, Reno ("University"), and a member institution of the Nevada System of Higher Education ("NSHE"). I understand and agree that the Activity involves certain risks which include, but are not limited to, the following:

1. Traveling to and from the Activity (transportation is not provided by the University).
2. Physical exertion or activities, including swimming, diving or being in or around water -- individuals should be aware of their own physical limitations.
3. Residing or participating in activities at an overnight camp located at Lake Tahoe, Nevada.
4. Inclement weather that can impact safety (rain, cold, wind, heat).
5. Steep slopes, uneven terrain, loose rocks and gravel, slippery conditions.
6. Working with other volunteers from organizations outside of the University.

Knowing this information and the risks related to this Activity, in consideration of my participation in the Activity, I **expressly** and **knowingly** agree as follows:

RULES AND REQUIREMENTS: I further agree to abide by all the rules and requirements of the Activity. I acknowledge that the University has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in the University's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity, including but not limited to transportation to and from campus via private vehicle or Washoe County School District ("WCSD") or University vehicles, participation in the recreational activities, and classroom activities, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any activities I undertake as an adjunct to the Activity. In addition, I understand that as a participant in the Activity, I will engage in activities, including outdoor activities, campfire activities, hiking, swimming, diving and floating. I understand that as a participant in the Activity I could sustain serious personal injuries, property damage, or even death as a consequence of not only the University's actions or inactions, but also the actions, inactions, negligence or fault of others or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, property damage, disability or death that I may sustain by any means is my responsibility except for those occurrences due to the University's negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: To the extent authorized by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby release, forever discharge and agree not to sue NSHE and University and their officers, employees, agents, volunteers and representatives, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgments, cost, expense or attorneys' fees, including, but not limited to, those arising from injury, loss or damage to my person or property, which arise out of, occur during, or are in any way the result of or connected with my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR THE UNIVERSITY, UNLESS THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR THE UNIVERSITY'S NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY OCCURS OR IS BEING CONDUCTED.** I further agree that NSHE and the University are not in any way responsible for any injury or damage that I sustain as a result of my own acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of my participation in the Activity which include, but are not limited to the following: travel to and from University property via private vehicles or WCSD or University vehicles, weather conditions, facility conditions, equipment conditions, first aid operations or procedures, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF NSHE OR UNIVERSITY, UNLESS THEY ARISE FROM NSHE OR THE UNIVERSITY'S NEGLIGENT OR INTENTIONAL ACT,** and I assume full responsibility for my participation in the Activity.

INDEMNITY: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless NSHE and the University 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.

PERSONAL MEDICAL INSURANCE: I understand that neither the NSHE nor the University will provide health insurance coverage to me during any aspect of my participation in the Activity. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Activity.

CONTROLLING LAW: To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against NSHE and/or the University 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.

SEVERABILITY: If any term or provision of this Agreement shall be held invalid, illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions of the Agreement shall continue in full legal force and effect.

VIDEO/PHOTO/LIKENESS: I hereby grant permission to the University to use my video/photo/likeness in any and all of its publications and in any and all other media, current and future, controlled by the University, in perpetuity, and for other use by the University. I will make no monetary or other claim against the University for the use of my video/photo/likeness. I acknowledge the University's right to crop or display the photo/video at its discretion.

COVID-19 SAFETY: I have read and agree to abide by all of the *Lake Tahoe Music Camp COVID-19 Safety and Mitigation Policies*. I understand that I may be sent home if I am not following the *Lake Tahoe Music Camp COVID-19 Safety and Mitigation Policies* or if I am experiencing any symptoms of illness. I understand that while the safety measures outlined in the *Lake Tahoe Music Camp COVID-19 Safety and Mitigation Policies* are intended to protect the camp community from COVID-19, the risk of contracting the virus, and related illness still exists. I knowingly and freely assume all such risks related to illness and infectious diseases, including COVID-19.

Signature of Camper

Printed Name

Date

I am the parent or legal guardian of the Camper. 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 that I or the Camper might otherwise have, and that I have signed it knowingly and voluntarily. I allow the Camper to participate in this Activity. I understand that I am responsible for the obligations and acts of Camper as described in this document. I agree to be bound by the terms of this document.

Signature of Parent/Legal Guardian

Printed Name

Date