

CARSON CITY • NEVADA Consolidated Municipality and State Capital Parks, Recreation & Open Space

3303 Butti Way #9, Carson City, Nevada, 89701

775-887-2262

OUTDOOR EDUCATION PROGRAM – Waiver Form

THIS FORM MUST BE COMPLETED, SIGNED AND GIVEN TO YOUR INSTRUCTOR <u>BEFORE</u> YOU RECEIVE ANY INSTRUCTION. IF YOU ARE UNDER 18 YEARS OF AGE, THIS FORM MUST ALSO BE SIGNED BY A PARENT OR LEGAL GUARDIAN.

WAIVER: In consideration for the permission granted to me to participate in Outdoor Education Program ("Activity") and for my receipt of services provided by Carson City, , I, for myself, my heirs, personal representatives or assigns, **do hereby release**, **waive**, **discharge and covenant not to sue** Carson City or Carson City Parks, Recreation & Open Space Department ("Department") or any of their officers, employees, volunteers and agents from liability from **any and all claims, including, without limitation, the negligence of such officers, employees, agents, or volunteers, or course instructors, or any other Activity participants,** resulting in property damage or personal injury, accident, illness or death relating to or arising from my participation in this Activity.

ASSUMPTION OF RISKS: I fully understand and accept that my participation in this Activity will carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid property damage and bodily injuries, including, without limitation, scratches, bruises, strains, fractures, concussions, disease, loss of sight, partial and total paralysis or disability, death and other ailments that may lead to serious injuries. I further understand that these risks and dangers may be caused wholly or in part by the negligent acts or omissions of Carson City, the Department, or any of their officers, employees, agents, or volunteers, or by the negligence of Activity participants or other persons or by accidents, breaches of contract, the forces of nature and other causes that are both foreseeable and unforeseeable. I have carefully read this paragraph and hereby assert that my participation in this Activity is completely voluntary and that I knowingly assume all risks.

INDEMNIFICATION AND HOLD HARMLESS: I hereby agree to **indemnify, defend and hold harmless** Carson City, the Department, any of their officers, employees, agents, and volunteers from any and all claims, actions, suits, demands, procedures, costs, damages and liabilities, including without limitation, attorney's fees, arising from or relating to my conduct as participant in this activity and to provide them reimbursement as necessary and appropriate.

PHOTOGRAPH, VIDEO & AUDIO RELEASE: I grant to Carson City, its representatives and employees the right to take photographs, video, and audio ("Photos") of me and my property in connection with this event, without payment or other consideration. I authorize Carson City its assigns, and transferees to copyright, use, and publish the same in print and electronically for an indefinite period of time. I understand that any photos will become the property of Carson City.

SEVERABILITY: I understand and expressly agree that this waiver of liability, assumption of risk and indemnity agreement is intended to be as broad and inclusive as may be permitted under the laws of the State of Nevada and that if any portion of this waiver form is held invalid and unenforceable, all other portions not held to be invalid and unenforceable continue to be in full force and legal effect and binding upon me.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read every part of this waiver form and I fully understand its terms and conditions. I further understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature for this document to be a complete and unconditional release of any and all liability to the greatest extent allowed by law.

PARTICIPANT:		PARENT OR GUARDIAN (if participant is under 18 years of age):	
Signature	Date	Signature	Date
Printed Name		Printed Name	_
Age / Date of Birth		Relationship	_
WAIVER OF LIABILTY, ASSUMP	TION OF RISK & INDEMN	ITY AGREEMENT- Page 1 of 1	Rev. 12/2020

Health Information - All information must be completed

Name:		Age:
Address:		
City:	State:	Zip:
Home Phone:	Work phone:	
Does the individual listed above have any hea handicaps (temporary or permanent) that may being offered by the Outdoor Education Prografiyes, please explain:	affect their ability to partic am? Yes □ No □	ipate in the Activity
Does the individual have any allergies? Yes Reactions to medications? Yes No If yes to any part of this question, please explain	Any medical limitations?	
Is the individual currently taking any medicatio Is yes, please list what medication is being tak		for:
Health/Medical Insurance Carrier:		
Policy Number:		
Please provide the following informa	tion in case of emerg	ency:
Person to notify:		
Relationship:	Phone:	