

# Campus Recreation Guest Pass

Cushing Fieldhouse, Health & Sports Center, HPER Gym and Wellness Center

Staff Use

Sponsor Name \_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY

**DISCLAIMER: The UNIVERSITY OF NEBRASKA is NOT RESPONSIBLE for any injury or loss of property to any person suffered while warming up, practicing, traveling, playing, or participating in activities in Cushing Fieldhouse, Health & Sports Center, HPER Gym and Wellness Center for any reason whatsoever, including ordinary negligence.**

This **WAIVER** and **RELEASE OF LIABILITY** was executed this \_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_, at Kearney, Buffalo 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 activities in Cushing Fieldhouse, Health & Sports Center, HPER Gym and Wellness Center. 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 of participating in activities in Cushing Fieldhouse, Health & Sports Center, HPER Gym and Wellness Center and that he/she will take responsibility for physical fitness and capability to perform under normal conditions these Activities. **Releasor** is encouraged to get his/her physician's opinion prior to participating in these 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** realizes that participation in these Activities involves certain risks and danger and is a vigorous activity involving severe respiratory and cardiovascular stress. **Releasor** has hereby been made aware that participation in these Activities has the following non-exclusive list of certain risks which I accept: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; 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; participation at sites that may be remote from available medical assistance; and the possible reckless conduct of other participants.
3. Consequently, while understanding that the **University** has taken precautions to provide organization, supervision, and equipment for reasonable safety, **Releasor** assumes joint and personal responsibility for safety while participating in these Activities. **Releasor** accepts personal responsibility to ensure that any equipment needed to participate in these Activities and used by the **Releasor** is safe and functioning properly and to refrain from causing loss or damage to the property of the **University**. **Releasor** realizes that he/she is solely responsible for any personal equipment, supplies, or property he/she may choose to use during the duration of the activity.
4. **Releasor** 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 any activities incidental thereto whatsoever, whenever, or however the same may occur.

5. **Releasor** 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 **Releasor's** use of such vehicle. Furthermore, **Releasor** 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. **Releasor** agrees to follow University policies when operating a University owned vehicle.
  
6. In consideration of participation in these Activities, **Releasor** 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 activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by **Releasor'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 **WAIVER 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 said Activities 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.

\_\_\_\_\_  
**RELEASOR (Signed Name)**                      **RELEASOR (Printed Name)**                      Date

*The following is for informational purposes only:*

\_\_\_\_\_  
 Date of Birth                      Contact Phone #                      Contact Address, City & State

### Member Guest Authorization Form

I, the undersigned, authorize (full name of guest) \_\_\_\_\_, as my sponsored guest. I am aware of the risks and liabilities involved when sponsoring a non-UNK person under my account. I understand I must present at all times that my guest is in the facility and that I am responsible for my guest and their actions.

I voluntarily elect to sponsor the above person for a guest pass with Campus Recreation facilities.

\_\_\_\_\_  
**SPONSOR (Signed Name)**                      **SPONSOR (Printed Name)**                      Date

\_\_\_\_\_  
 University ID #                      Loper Email                      Contact Phone #

**Staff Use Only**

<b>Payment:</b>	In-Person	Online	<b>Payment Type</b>	Cash	Check	Card
<b>Total Due:</b> _____	Card Type: _____		Appr. Code # _____			
<b>Guest Pass #</b> _____	<b>Staff Initials:</b> _____	<b>Date:</b> _____	<b>In Fusion?</b> <input type="checkbox"/>			