# 4H CAMP ALAMO WAIVER OF LIABILITY

In consideration for receiving permission to use the Alamo 4-H Camp and Learning Center (the "<u>Camp</u>"), for myself and/or as the parent/guardian of the student identified below, I hereby agree to the following:

#### 1. Safety and Supervision

The Camp is operated by the University of Nevada, Reno, Extension, and made possible thanks to a collaborative agreement between the University, Clark County, and Lincoln County. The Camp features lodging quarters, an outdoor deck, indoor and outdoor meeting rooms, dining facilities, a well-equipped kitchen, outdoor recreation areas, and a pond. Primarily used as a 4H camp, the Camp provides opportunities for youth to experience the adventure, learning, fun and friendships that 4H camps are known to provide.

While the Camp has limited on-site staff available to assist users, I acknowledge that primary responsibility for the safety, security, and supervision of student and other users, at all times while users travel to/from or use the Camp, rests with the sponsoring group and/or school. I agree that all users must use Camp facilities and equipment in a safe manner, utilizing safety gear appropriate for each task in which they are engaged. Further, I agree that users must, and will, comply with all Camp policies, guidelines, signage, and instructions.

## 2. Assumption of the Risk

I recognize and agree that use of the Camp and its facilities and equipment is entirely optional and voluntary. I further understand and agree that such use involves various inherent hazards, dangers, and risks, including without limitation, and only by way of example, the risk of trips, slips and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes and other body parts; serious personal injury and illness, paralysis, permanent disability, and even possibly death; drowning; strained muscles; overexertion; dehydration; impalement; exposure to sun, wind, weather, dust, smoke, fumes, and noise; and accidents due to negligence of other users or Camp personnel or vendors, or due to defective or inadequate facilities or equipment, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear. ON BEHALF OF MYSELF MY STUDENT, OR BOTH, I ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that I, my student, or both may sustain, or any loss or damage of property brought to the Camp, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF CAMP PERSONNEL OR OTHERWISE.

## 3. Release of Liability

With full awareness and appreciation of the risks involved, I, for myself and student, if any, and on behalf of our respective family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Clark County, Lincoln County, the Board of Regents of the Nevada System of Higher Education, the University of Nevada, Reno, and each of their respective board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "<u>Released Parties</u>") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my student or any of the property belonging to me or my student, whether caused by the negligence of the Released Parties, any third-party using the Camp, or otherwise, while participating in any activity while in, on, or around the Camp and/or while using any Camp facilities or equipment.

#### 4. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to my or my student's use of the Camp and its facilities or equipment, whether caused by the negligence of the Released Parties or otherwise.

## 5. Acknowledgment

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained above; I am sufficiently informed about the risks involved in using the Camp to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; I am the parent or legal guardian of the student identified below, if any; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Nevada law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

Signature:	
Printed Name: _	
Student Name: _	

Date: