



## Identification, Emergency Information and Liability Release and Indemnification Form

START DATE: July 1, 2023

END DATE: June 30, 2024

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Spouse or other person to be notified in case of emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work/Day Phone: \_\_\_\_\_

### Contingency Emergency Contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work/Day Phone: \_\_\_\_\_

I, \_\_\_\_\_, hereby acknowledge that I have voluntarily elected to participate in an Osher Lifelong Learning Institute activity or program (the "OLLI Activity") at the University of Nevada, Reno, a member institution of the Nevada System of Higher Education (collectively referred to as "University"). I understand and agree that the OLLI Activity involves certain risks which include, but are not limited to, the following:

1. Traveling to and from the OLLI Activity.
2. Physical activities that place stress on the body and the cardiovascular system, including, but not limited to, kayaking, hiking, biking, walking and other physical or sporting activities.
3. Potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps and/or nausea.
4. Minor injuries such as scratches, bruises and sprains or major injuries such as broken/fractured bones, concussions, joint or back injuries, torn tendons, ligaments and other muscles, eye injury, heart attack, paralysis and/or death.
5. Problems related to exposure: for example, heat exhaustion, dehydration, sunburn, frostbite, or allergic reactions.
6. Inclement weather that can impact safety (rain, cold, wind, heat).
7. Steep slopes, uneven terrain, loose rocks and gravel, slippery conditions.
8. Potential exposure to communicable diseases and infections, including without limitation COVID-19.

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

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the OLLI Activity, including the dangers, hazards, and risks inherent in the OLLI Activity. In addition, I understand that part of the risk involved in undertaking the OLLI Activity is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the OLLI Activity. I acknowledge that my choice to participate in OLLI Activity brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use. I understand that mild, moderate or vigorous physical activity or strenuous exertion may exacerbate acute and chronic health conditions including congenital defects, which I may, or may not be aware I have. I understand that as a participant in the OLLI Activity I could sustain property damage, serious personal injuries, illness, temporary or permanent disability or death as a consequence of not only the University's actions, inactions, negligence or fault, 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 property damage, any injury, illness, temporary or permanent disability or death that I may sustain by any means is my responsibility except for those occurrences due to the University's gross negligence or intentional misconduct.

I understand and acknowledge that infectious diseases like COVID-19 are a public health risk, and the University cannot guarantee my safety or immunity from infection. I agree I am responsible for maintaining my personal health, and acknowledge participating in the OLLI Activity may increase the likelihood of becoming sick. I have been informed that infectious diseases, including without limitation COVID-19, are highly contagious, can be spread from person to person by direct or indirect contact, and that participating in the Activity may increase the potential for me to be exposed to or infected by such diseases, including

through interaction with other participants, faculty, staff, volunteers, guests and vendors of the OLLI Activity and the University. In addition, I understand that by exposure to or infection by an infectious disease, including without limitation COVID-19, I could sustain serious personal injuries, illness, temporary or permanent disability or death as a consequence of not only the University's actions, inactions, negligence or fault, 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, illness, temporary or permanent disability or death that I may sustain by any means is my responsibility except for those occurrences due to the University's gross negligence or intentional misconduct.

**ASSUMPTION OF RISK:** I understand that there are potential risks incidental to my participation in the OLLI Activity which may cause death, illness, temporary or permanent disability, injury, loss or damage to my person or property or other risks that are unknown at this time. I further understand that there are potential risks of being exposed to or infected by an infectious disease, including without limitation COVID-19, incidental to my participation in the OLLI Activity, which may cause death, illness, temporary or permanent disability or injury 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 THE UNIVERSITY, UNLESS AND ONLY TO THE EXTENT THEY ARISE FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY THE UNIVERSITY.** I assume full responsibility for all related consequences of my decision to participate in the OLLI Activity.

**RELEASE AND WAIVER OF LIABILITY:** With full awareness and appreciation of the risks involved and to the extent permitted by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby forever release, waive, discharge and agree not to sue the University and their regents, 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 death, illness, disability or injury, loss or damage to my person or property, which directly or indirectly, arise out of, occur during, or are in any way the result of or connected with my participation in the OLLI Activity or the result of exposure to or infection by an infectious disease (including without limitation COVID-19) in connection with my participation in the OLLI Activity, **REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY, INJURY, LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF UNIVERSITY, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE UNIVERSITY, AND REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY, INJURY, LOSS OR DAMAGE OCCURS BEFORE, DURING OR AFTER MY PARTICIPATION IN THE OLLI ACTIVITY.** I further agree that the University is not in any way responsible for any death, illness, disability, injury, loss or damage to my person or property that I sustain as a result of my own acts.

**INDEMNITY:** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the University and its regents, officers, employees, agents, and representatives, from any and all claims, damages, losses, liabilities, liens, costs and/or expenses, controversies, causes of action, lawsuits, proceedings, injuries (including death), and judgments (each, a "Claim") if the Claim directly or indirectly arises out of, occurs during, or is in any way the result of or connected with my participation in the OLLI Activity.

**PERSONAL MEDICAL INSURANCE:** I understand that the University will not provide health insurance coverage to me during any aspect of my participation in the OLLI Activity and that I must provide my own medical, disability or other appropriate insurance. 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 OLLI Activity.

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.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLEASE PRINT NAME:** \_\_\_\_\_

(Rev. 6/2023)