

Union Adventist University | 3800 S. 48<sup>th</sup> St. | Lincoln, NE 68506

Rev. 10/01/24

I, the undersigned, acknowledge that my participation in any Union College d.b.a. Union Adventist University ("Union") programs or activities, my use of Union's equipment and facilities, and transportation provided by Union could cause injury to me. I understand and am aware that strength, flexibility, and aerobic sports, clubs, and academic or performing arts activities and programs, including the use of equipment, are a potentially hazardous activity. I also understand that sports, clubs, and academic and performing arts activities and programs involve the risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. In consideration for being allowed to participate in any program or activity, I hereby assume all risks of injury which may result from or arise out of my participation or use of Union's equipment, activities, facilities, or transportation; and I agree, on behalf of myself and my heirs, executors, administrators, and assigns to fully and forever release and discharge Union, their affiliates, and their respective officers, directors, employees, agents, successors, and assigns, and each of them (collectively the "Releasees") from any and all claims, damages, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my participation in or use of Union's equipment, sports, club programs, or academic or performing arts activities, facilities, or transportation, including without limitation any claims, damages, demands, rights of action, or causes of action resulting from or arising out of the negligence of the Releasees. Further, I hereby agree to waive, release, and hold harmless Releasees from any and all such claims, damages, demands, rights of action, or causes of action. I acknowledge that I have carefully read this waiver and release and fully understand that it is a waiver and release of liability.

It is further understood that I have primary medical insurance and understand and agree that I am solely responsible for arranging my own health, accident, and liability insurance, and that no such insurance is provided by Union. I hereby authorize the employees and/or agents of Union, at their sole discretion, to secure such medical advice and/or services as may be deemed necessary for my health and safety, and I agree to accept full financial responsibility for such advice or services.

I hereby waive, for myself and for anyone else claiming through me, any and all rights and claims of any nature that I may have against Union, and any of its participants, for and against any and all injuries or damages of any nature while voluntarily taking part in a Union program or activity.

*IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily by my own free act and deed; and that I am at least nineteen (19) years of age and fully competent to execute this agreement.*

\_\_\_\_\_  
(Printed name of participant)

\_\_\_\_\_  
(Signature of participant)

\_\_\_\_\_  
(Date)

IF PARTICIPANT IS AGE 18 OR YOUNGER: *(the age of majority in Nebraska is 19)*

\_\_\_\_\_  
(Printed name of parent/guardian)

\_\_\_\_\_  
(Signature of parent/guardian)

\_\_\_\_\_  
(Date)