



Acrofest Involvement/Participation 2022

Rev. 10/24/22

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Union College | 3800 S. 48th St. | Lincoln, NE 68506

DEFINITIONS: In this Waiver of Liability and Hold Harmless Agreement (“Release Agreement”), the term “ACROSPORT” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES and shall include but is not limited to actual participation in or performance of aerial/acrobatic/etc. skills; orientational and instructional courses; seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to aerial/acrobatic/etc. skills. The term “RELEASEES” shall include Union College, its affiliates and its respective officers, directors, employees, agents, successors and assigns.

PROTECTIVE EQUIPMENT: I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for my particular ACROSPORT and agree to wear and properly use all such protective equipment.

ASSUMPTION OF RISKS: I am aware that ACROSPORT involves many risks, dangers and hazards. The risks, dangers and hazards, include but are not limited to: loss of balance; difficulty or inability to control one’s speed and direction; mechanical failure of equipment; travel or transport to and from the sites used for ACROSPORT and associated risks such as collision with pedestrians, motor vehicles, cyclists, etc.; failing to perform safely or within the limitations of one’s own abilities; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACROSPORT. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ACROSPORT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

I understand and agree that I am responsible for arranging my own health, accident and liability insurance and that no such insurance is provided by Union College.

I hereby authorize the employees and/or agents of Union College, 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: For myself and all those who may claim through me or in my place, and in exchange for and in consideration of Union College agreeing to allow my participation in ACROSPORT and permitting my use of their services, equipment and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. I understand and acknowledge the risks of injury associated with ACROSPORT and all related activities and agree to release, hold harmless and indemnify RELEASEES from any and all liability, actions, causes of action, negligence, claims or demands of any nature whatsoever that may arise by or in connection with my participation in ACROSPORT and all related activities.
2. I waive any and all claims that I have or may in the future against RELEASEES and release RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of my participation in ACROSPORT due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of RELEASEES, and further including failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers and hazards of participating in ACROSPORT.
3. I hold harmless and agree to indemnify RELEASEES for any and all liability for any property damage, loss or personal injury resulting from my participation in ACROSPORT, including but not limited to losses by third parties.
4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.
5. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Nebraska and no other jurisdiction; and
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the state or federal courts located in Nebraska.

In entering into this Release Agreement I acknowledge and represent that I have read the foregoing, understand it and sign it voluntarily by my own free act and deed and I am not relying on any oral or written representations or statements made by the RELEASEES with respect to the safety of participating in ACROSPORT other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

(Printed name of participant)

(Signature of participant)

(Date)

IF PARTICIPANT IS AGE 18 OR YOUNGER (the age of majority in Nebraska is 19), complete the participant lines above and the parent/guardian lines below:

(Printed name of parent/guardian)

(Signature of parent/guardian)

(Date)