



RELEASE AND WAIVER OF LIABILITY

Bellevue University ("BU") has committed to sponsor and make available to its employees, students, and/or members of the public the following event(s) or program(s) (the "Program"):

Nebraska GenCyber Camp

June 25 – Jun 29, 2018

Promoting hands-on and investigative activities to educate camp participants about the principles, risks, and applications of cybersecurity.

In consideration of my voluntary participation in the above-identified Program I, _____, (the "Participant") hereby freely and voluntarily, without duress, execute this Waiver and Release of Liability:

1. Assumption of Risks

- a. I acknowledge and understand that my participation in the Program is entirely voluntary.
 - i. If I am a BU employee, I further acknowledge and understand that my voluntary participation in the Program is not related to or required by my employment with Bellevue University. I agree that my participation in the Program is not to take place during working hours.
 - ii. If I am a BU student, I further acknowledge and understand that my voluntary participation in the Program is not related to or required by my enrollment or student status with Bellevue University.
- b. I acknowledge and understand that by participating in the Program may involve risk of bodily injury, death, or damage or loss of property that might result not only from my own actions, inactions, or negligence but also that of others, the rules of play, or the condition of the premises or of any equipment used, and that there may be other risks neither known nor reasonably foreseeable.
- c. I further acknowledge and agree that my participation in the Program is entirely voluntary and that I am assuming such risks.
- d. I understand that Bellevue University assumes no responsibility for or obligation for any damages I sustain due to my participation in the Program.

2. Authorization for Medical Treatment.

In case of emergency, I hereby request and authorize any health care provider to provide treatment promptly. If the participant is a minor child, by signing below, I as parent/guardian give consent for any staff member or agent of BU to secure the administration of medical treatment or medication for the above named child, and I further agree to the performance of such treatment, services or assistance, as in the opinion of the health care provider is deemed necessary for the child. I agree to assume all costs related to such treatment, services or assistance.

3. Release and Waiver of Liability.

- a. For myself and all those who may claim through me, I hereby forever release BU and its officers, directors, employees, attorneys, representatives and agents, collectively and individually, (collectively, the "Released Parties") from any and all claims, losses, damages (including attorney fees), demands, costs, complaints, actions, or causes of action of any kind or nature, which may arise as a result of my participation in the Program.
- b. I understand and acknowledge that this Agreement discharges BU and the Released Parties from any and all liability or claim for against it with respect to any bodily injury,

personal injury, illness, death, accident, monetary loss, or property damage that may result from my participation in the Program.

- c. I promise and agree that I will not sue BU or any of the Released Parties for any claims, losses, damages (including attorney fees), demands, costs, complaints, actions, or causes of action of any kind or nature, arising out of my participation in the Program. I further agree that BU and any Released Party may plead this agreement as a full and complete defense to any suit brought in violation of this promise.
4. **Hold Harmless and Indemnification.** I further agree to hold harmless and indemnify BU and the Released Parties harmless with respect to any loss, claim, or expense it may sustain by reason of my actions or participation in the Program.
5. **Photo/Video/Audio Release.** I hereby grant to BU the right to take photographs, video recordings, and/or audio recordings of me in connection with the Program. I further irrevocably grant to BU, its assigns, officers, employees, and agents, unrestricted rights to copyright, use, and publish such photographs, video recordings, and/or audio recordings of me with or without my name in any medium and for any lawful purpose including, but not limited to, educational, promotional, advertising, or other purposes. I voluntarily waive any compensation or right to inspect or approve the use of such photographs, video recordings, and/or audio recordings. I further consent to the release of said photographs, video recordings, and/or audio recordings for the above-stated purposes and in accordance with the terms stated above, pursuant to the consent provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 *et seq.*, if applicable.
6. **Governing Law and Forum.** Any dispute arising from this Statement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce the terms of this Agreement may be brought by the other party in an appropriate state court in Sarpy County, Nebraska or federal court in Nebraska and waives all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.
7. **Severability.** I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.
8. **Agreement Binding on Representatives.** I enter into this Agreement for myself as well as any and all of my heirs, assignees, subrogors, distributees, family members, next-of-kin, executors, personal representatives, administrators, and successors of every kind.

By signing this document, I hereby certify that I have had the opportunity to ask any questions I have about this Agreement, that I have read and understand it, that I accept its terms, that I have signed it knowingly, voluntarily, and without duress.

Signature of Participant

Date

Parent/Guardian Signature (*required if Participant is under 19 years old*)

Date

Parent/Guardian Printed Name