

ACTIVITY WAIVER

Release and Indemnification Agreement for Men of Color Mentorship Program

I, _____, am a student enrolled at Truckee Meadows Community College, a member institution of the Nevada System of Higher Education ("NSHE"). I understand and hereby acknowledge that my participation in activities (field trip, excursions, sports, clubs, or off campus or school sponsored activities) at Truckee Meadows Community College is wholly voluntary. In consideration of being allowed to participate in the activity or club at Truckee Meadows Community College, I hereby agree as follows:

1. I understand the nature of the activity or club I may participate in Men of Color Mentorship Program possible activities: dual credit courses, community service projects, camping trip(s), ropes courses or team bonding experiences, college visits, field trips, and/or professional networking events. The above listed activities can include, but are not limited to: hiking, building and extinguishing a campfire, cooking outdoors, Adopt-a-Park project through the City of Reno (weed management, gardening, trash collection, etc.) that may require mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include exercise that requires physical fitness, strength, and stamina as well as emotional and psychological grit, capacity building, and/or long hours working towards a common project or goal.
2. I understand that the activities described herein involve the risk of injury or death and the risk of damage to or loss of property. I understand that these activities involve serious dangers and inherent risks, including risks associated with travel to and from such activities in Nevada and California, as well as travel to and in mountainous regions and other remote or rural places. I understand, accept, and voluntarily assume these risks.
3. I understand that neither the NSHE nor Truckee Meadows Community College will provide medical or health insurance coverage to me during any aspect of my participation in activities or clubs at Truckee Meadows Community College. I understand that Truckee Meadows Community College strongly recommends that I be covered throughout the activity by a policy of comprehensive health and accident insurance that provides coverage for injuries I may sustain in the course of my participation in the activity.
4. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the NSHE and Truckee Meadows Community College, and their employees, agents, and representatives, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the activity.
5. To the extent authorized by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the NSHE and Truckee Meadows Community College, and their employees, agents, and representatives, from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the activity.
6. I agree to comply with the NSHE Student Code of Conduct at all times during the course of the field trip, excursion, sport or other activity. Any violation of the NSHE Student Code of Conduct could lead to sanctions being imposed consistent with Truckee Meadows Community College's student discipline policies and procedures, including, but not limited to suspension or expulsion from the program.

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7. To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against the NSHE and/or Truckee Meadows Community College and/or their employees, agents, and representatives, I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, 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.
8. If no parent or guardian signs this consent form I certify that I am 18 years of age or older.

Participant's Name: _____

Signature: _____ Date: _____

IF PARTICIPANT IS A MINOR

I am the parent or legal guardian of the participant. I understand the legal consequences of signing this document, including (a) releasing the NSHE and/or Truckee Meadows Community College from all liability on my and the Participant's behalf, (b) promising not to sue on my and the participant's behalf, and (c) and assuming all risks of the Participant's participant in this activity, including travel to, from, and during the activity. I allow participant to participate in this activity. I understand that I am responsible for the obligations and acts of participant as described in this document. I agree to be bound by the terms of this document.

Guardian's Name: _____

Signature: _____ Date: _____