

NEBRASKA HUMAN RESOURCES INSTITUTE (NHRI) COUNSELOR

UNIFORM WAIVER; PERSONAL IMAGE USE; AND DRUG AND ALCOHOL FREE PLEDGE

If under the age of 19 years, a parent/ guardian must sign at the bottom of the Waiver.

WARNING OF RISK, WAIVER, RELEASE OF ALL CLAIMS AGREEMENT

Please read this form carefully and be aware in participating that you will be waiving and releasing all claims for injuries you may sustain, arising from participation.

NHRI activities and experiences are off-campus and as a participant you and your junior counselors will be working with the staff of various agencies, non-profit service organizations and associations in various places to include, but not limited to, Lincoln, NE, Southeast Nebraska area. Projects will include, but not be limited to leadership development; one on one mentoring; street outreach; fund-raising; educational programming; working with under-privileged children, victims, older adults; developing public relations materials; food preparation; and other tasks and activities that may be assigned by the service organization.

Wherefore, a person who participates in NHRI and Community-Based Learning experiences may be exposed to dangers, risks, and/or hazards associated with NHRI and Community-Based Learning experiences which include the use of, act of, and/or exposure to, but not limited to the following:

1. Traveling to and from activities;
2. Physical exertion (i.e.; sporting activities, lifting)
3. Uneven terrain, extreme temperatures or conditions;
4. Contact w/traffic, pedestrians, and/or other participants;
5. Illnesses and/or diseases (i.e. HIV/AIDS, Tuberculosis, Hepatitis); and/or
6. Criminal activity.

Wherefore, participants in NHRI experiences will be given an orientation session by NHRI staff. The participant is required to attend an orientation session and provide the participant's full attention. The participant is required to follow instructions closely. The likelihood of injury may be reduced by the participant adhering to safety rules or procedures, which include but are not limited to the following:

1. Stay with the assigned group;
2. Follow instructions given by NHRI staff and any participating organization members and staff;
3. Promptly notify NHRI Staff and any participating organization staff of any dangerous or potentially dangerous condition, including tasks that the participant feels unable to perform safely for any reason.

Wherefore, the undersigned is responsible for determining if he or she is physically and mentally fit to participate in NHRI Community-Based Learning experiences. It is always advisable, especially if he or she is disabled in any way, or recently suffered an illness, injury or impairment, to consult a physician before participating in any improvement projects or events.

Wherefore, participation by the undersigned in NHRI Community-Based Learning experiences is voluntary and the undersigned may withdraw at any time.

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NHRI/Community-Based Learning experiences include, but are not limited to: one on one mentoring, academic service-learning, Community Challenges (one-time Service-Learning opportunities), community-based research, academic courses with optional service-learning, leadership in a civic context experiences, civic-related experiences, some transportation and service opportunities.

Wherefore, the undersigned:

1. Recognizes and acknowledges that there are certain risks of physical injury and loss connected to or associated with participating in NHRI Community-Based Learning experiences. The undersigned agrees to assume the full risk of any loss or damage to clothing and/or personal equipment; and mental and/or physical injuries, including illness, permanent and/or partial disability; severe social and/or economic loss; attorney's fees; and/or any other damages or loss which may result not only from his or her actions, inactions or negligence, but the actions, inactions or negligence of others, or in the condition of the
2. premises or of any equipment used. The undersigned further assumes all the foregoing risks and accepts personal responsibility for all costs associated with the risks or injuries that the undersigned incurred or causes.
3. Hereby waives and releases any and all claims he or she may have against the Board of Regents of the University of Nebraska, University of Nebraska, and each entity's officers, directors, agents, employees, and/or volunteers; including NHRI.
4. Further agrees to indemnify and hold harmless and defend the Board of Regents of the University of Nebraska, University of Nebraska, and each entity's officers, directors, agents, employees, and/or volunteers; including NHRI, from any and all claims resulting from any risks or injuries, including death, damages and losses sustained or caused by him or her, or arising out of, connected with, or in any way associated with the activities of the undersigned.
5. Further releases, waives or discharges and covenants not to sue the Board of Regents of the University of Nebraska, University of Nebraska, and each entity's officers, directors, agents, employees, and/or volunteers; including NHRI, for any and all liability to the undersigned, his or her heirs, next of kin, successors, or assignees, of any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Board of Regents of the University of Nebraska, University of Nebraska, and each entity's officers, directors, agents, employees, and/or volunteers; including NHRI.
6. Where this release is executed by a participant and parent/guardian on behalf of the participant (under age of 19) participating in Community-Based Learning experiences and/or Internships, the undersigned parent/guardian hereby acknowledges and represents his or her unqualified authority to execute the same on behalf of the minor and agrees to hold harmless and indemnify the Board of Regents of the University of Nebraska, University of Nebraska, and each entity's officers, directors, agents, employees, and/or volunteers; including NHRI, from and against any claims of such minor or his or her successors, and agrees to all terms and conditions of this Agreement.
7. The undersigned waives all rights to notice of risks associated with NHRI Community-Based Learning experiences and/or Internships.
8. Authorizes, but does not require, other participants, service organizations, the Board of Regents of the University of Nebraska, University of Nebraska, and each entity's officers, directors, agents, employees, and/or volunteers; including NHRI; to provide or obtain emergency or non-emergency medical service on behalf of the undersigned.

NEBRASKA HUMAN RESOURCES INSTITUTE (NHRI) COUNSELOR

Please read and initial the following Personal Image Use, Drug and Alcohol Free Pledge, and UNL Discrimination Clause. If you have any questions, please contact the NHRI office at (402) 472-3477.

UNIVERSITY OF NEBRASKA-LINCOLN

PERSONAL IMAGE USE

I hereby grant to NHRI, the Board of Regents of the University of Nebraska, its component campuses, its representatives, employees, agents and assigns, the irrevocable and unrestricted right to use, reproduce and publish photographs of me, including my image and likeness as depicted therein, which are identified in Appendix "A" hereto, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction, and to copyright the same. I hereby release NHRI, the University of Nebraska, its component campuses and its Regents, officers, employees, agents, legal representatives and assigns from any and all claims, actions and liability related to its use of said photographs.

Initials: _____

-OR-

I do not grant to NHRI, the Board of Regents of the University of Nebraska, its component campuses, its representatives, employees, agents and assigns, the irrevocable and unrestricted right to use, reproduce and publish photographs of me, including my image and likeness as depicted therein, which are identified in Appendix "A" hereto, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction, and to copyright the same. I hereby do not release NHRI, the University of Nebraska, its component campuses and its Regents, officers, employees, agents, legal representatives and assigns from any and all claims, actions and liability related to its use of said photographs.

Initials: _____

DRUG AND ALCOHOL FREE PLEDGE

I make a commitment to be drug and alcohol free throughout the duration of my NHRI Community-Based Learning experiences. I understand this policy applies during all hours which include, but are not limited to, all volunteer hours whenever representing the organization, while on call, while on the organization's property, at the organization sponsored events, and the duration of time while representing UNL on campus sponsored events, excepting certain events that junior counselors do not participate in (including, but not limited to, senior recognition dinner and football Fridays) provided said counselor is of legal age.

Initials: _____

UNL DISCRIMINATION CLAUSE

I will not discriminate based on gender, age, disability, race, color, marital status, veteran's status, national or ethnic origin, or sexual orientation.

Initials: _____

DRIVER'S LICENSE/MOTOR VEHICLE INSURANCE CLAUSE

I certify that I have a valid driver's license and valid insurance on any vehicle I will be using in any NHRI related activities.

Initials: _____

The undersigned has read and fully understands this Uniform Waiver, Personal Image Use, Drug and Alcohol Free Pledge, and UNL Discrimination Clause and personally assumes all risks and loss associated with such risks, whether known or not known by him or her. The undersigned understands by signing this Uniform Waiver, Personal Image Use, Drug and Alcohol Free Pledge, and UNL Discrimination Clause that he or she is surrendering valuable rights and is doing so freely and voluntarily.

Participant Signature: _____

Date: _____

Printed Name: _____

D/O/B: _____

If a parent or guardian is signing on behalf of a participant (under the age of 19):

Signature: _____

Date: _____

Printed name: _____

Date: _____

E-mail Address: _____

Date: _____