*Guardian Form (Youth Participant)*

Creighton University

Recreation + Wellness

**WAIVER AND RELEASE OF LIABILITY for Recreation + Wellness Activities**

**DISCLAIMER: Creighton University is NOT RESPONSIBLE** for any injury or loss of property to any person suffered while warming up, practicing, traveling, playing, or participating in **Recreation + Wellness Activities** for any reason whatsoever, including ordinary negligence.

This **WAIVER** and **RELEASE OF LIABILITY** was executed this day \_ \_\_, at Omaha, Douglas County, State of Nebraska by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(Guardian)** as Guardian of (referred to in this document as Minor) in favor of Creighton University **and its Regents, Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns (UNIVERSITY).**

In consideration for the Minor’s participation in Recreation + Wellness Activities, **Releasor** hereby **RELEASES** and covenants not-to-sue the **UNIVERSITY** for any and all present and future claims resulting from ordinary negligence on the part of the **UNIVERSITY** for property damage, personal injury, or wrongful death arising as a result of engaging in, using **University** facilities and equipment, or receiving instruction for Recreation + Wellness Activities or activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by **Releasor’s family, estate, personal representative, heirs, or assigns.**

Further, **Releasor** realizes that participation in Recreation + Wellness Activities involves certain risks and danger and is a vigorous activity involving severe respiratory and cardiovascular stress. **Releasor** has hereby been made aware that participation in Recreation + Wellness Activities has the following non-exclusive list of certain risks which I accept: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion; drowning; lightning strikes; injury to bones, joints, muscles, internal organs; and environmental conditions. In addition, I understand and accept the incidental risks of travel to and from the site of activity; participation at sites that may be remote from available medical assistance; and the possible reckless conduct of other participants.

Due to the continued outbreak of COVID-19 in most areas of the world and the U.S., including the state of Nebraska, Creighton University urges caution for individuals participating in in-person Recreation + Wellness. Individuals who choose to participate in in-person activities this summer must be aware of the potential risks that exposure to the novel virus poses to their health and safety, that Creighton University is not able to lessen those risks, and that participation in those in-person activities does not create any liability on behalf of Creighton University. The University encourages all individuals to know, understand, and follow the guidance from local governments and local health departments in the area where individuals may be participating in in-person activities, particularly since that guidance can change rapidly.

In the event of a medical emergency, Creighton University or its representatives have my permission to take whatever measures they deem reasonable to render assistance and that I and/or my family will be financially responsible for any expense involved.

I have read and understand that this **WAIVER** is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and agree that if any part is held invalid, the remaining parts of this **WAIVER AND RELEASE** will continue in full force and effect as intended. I further agree that the venue for any legal proceeding shall be in the State of Nebraska.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

**GUARDIAN** (Signed) (Printed) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minor’s Name Minor’s Date of Birth

## Medical-Insurance Information and Consent

As Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, he/she is physically capable of participating in all Recreation + Wellness Activities under normal, reasonable conditions and medical/health insurance coverage for the minor child is the **Guardian’s** responsibility.

Medical Insurance Co:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Parent/Guardian Information**

Creighton University

Recreation + Wellness

Creighton University has implemented a Youth Activity Safety Policy to provide a safe environment for youths participating in CREIGHTON sponsored activities, clinics or conferences.

Our policy includes safe interaction guidelines as well as background and sex registry checks for Activity Workers. This policy will help to protect participating youths from potential misconduct incidents and help provide a safe, educational and enjoyable activity/program experience.

Utilize the link below to view Creighton University Youth Activity Safety Policy.

# ACTIVITY WORKERS

1. All Activity Workers must successfully pass a sex offender registry search for Nebraska and the state(s) they reside.
2. All Activity Workers driving activity vehicles must successfully pass a Driving Record Check.
3. In the case of an emergency or accident involving your youth, parents/guardians will be notified, following notification of the appropriate emergency personnel.
4. All CREIGHTON activities will comply with CREIGHTON’s *Youth Activities Safety Guidelines.*
5. As parent(s) or legal guardian(s) you give permission to this activity to use photos of your child in promotional media.

# DISCIPLINARY ACTIONS

The activity directors of University-sponsored activities, clinics and conferences reserve the right to immediately dismiss any youth from the activity, clinic or conference who is found to have violated behavioral expectations. Dismissed youth will be sent home at their expense and will be responsible for all other expenses associated with their dismissal. Parent(s)/guardian(s) will be immediately notified of the youth’s dismissal.

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Parent or Guardian’s Printed Name Signature Phone Number Date