

Assumption of Risk & Waiver of Liability

IMPORTANT: THIS IS A LEGAL DOCUMENT. Please read and understand this document before signing. Ask the staff or consult an attorney if you have any questions. The Outdoor Venture Center (OVC) has done everything possible to assure that our guest's experience is rewarding. We wish to inform our guests that climbing is not risk free. The same elements that contribute to the unique character and fun of CLIMBING such as physical exertion or RISK can cause loss or damage to equipment, injury, illness or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but

Waiver of Liability / Indemnification

1. **CAUTION, READ BEFORE SIGNING:** I, for myself, my heirs, my family, my executors, administrators, and assignees, do hereby waive and release the Board of Regents of the University of Nebraska, the University of Nebraska -Omaha, their employees and agents, for all claims of negligence, damages, demands, actions, or other claims in any manner arising or growing out of any negligence, all or in part of the indicated parties associated within said activity.
2. Neither the Board of Regents of the University of Nebraska, the University of Nebraska-Omaha, nor their agents or employees (the "Indemnified") shall be held liable for any accident, injury (including quadriplegia or death), loss, or damage sustained by me or my property while participating in Climbing Wall activities. I agree to hold the Indemnified harmless with respect thereto.
3. As liquidated damages, I hereby agree that if the Indemnified are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf; my heirs, or executors and I agree to pay the costs and attorney fees for the Indemnified if they successfully defend such action, lawsuit or litigation.

Severability

1. I agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Nebraska and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
2. I agree that this waiver and assumption of risks agreement shall be construed in accordance with the laws of the State of Nebraska and that any action brought against the Indemnified or any of them shall be brought in a forum within the State of Nebraska having jurisdiction over the matter.