

Nebraska Baseball Academy WAIVER FORM

WAIVERS WILL NOT BE ACCEPTED ON CAMP DAY!

**For those attending multiple camps, you can complete this waiver one time and upload for each camp you attend. It will be valid as long as the Medical Certification and/or school physical form is not more than a year old.

Please return completed waiver (including the Medical Certification) PRIOR to camp day. We ask your cooperation by uploading the form in your account on the bigredacademy.com website. Go to your dashboard and upload the file under Incomplete Tasks. Since the system does not accept more than one file, we suggest you scan all documents into one file OR take one picture of the pages (side by side) and upload that one picture.

CAMPER NAME _____

INSURANCE

All participants should be covered by a personal medical insurance policy. Each camper is asked to supply the company name, address, policy number and policy owner. Accident insurance provided by the camp is on an excess basis.

Insurance Company _____ Address _____

Owner _____ Policy # _____

MEDICAL CERTIFICATION

This medical certification requires a doctor's signature **OR** the camper may use his/her 2022-23 form required by his/her school. I hereby certify that _____ is physically fit to participate in an active baseball camp during the days of the camp he/she has registered for and that I know of no physical impairments which would in any manner limit his/her participation in such a program.

Doctor's Name _____ Doctor's Signature _____ Date _____

The University of Nebraska-Lincoln has implemented a **Youth Activity Safety Policy** to provide a safe environment for youths participating in activities, clinics or conferences.

Our policy includes safe interaction guidelines including sex offender 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.

Activity Workers

All Activity Workers must successfully pass a sex offender registry search for Nebraska and the state(s) they reside.

All Activity Workers driving activity vehicles must successfully pass a Driving Record Check.

In the case of an emergency or accident involving your youth, parents/guardians will be notified, following notification of the appropriate emergency personnel.

All UNL activities will comply with UNL's *Youth Activities Safety Guidelines*.

As parent(s) or legal guardian(s) you give permission to this activity to use photos of your child in promotional media.

Disciplinary Action

The activity directors of the Nebraska Baseball Academy 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.

Parent/Guardian's Printed Name: _____

Signature: _____

Phone Number: _____ Date _____

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: The UNIVERSITY OF NEBRASKA and the NEBRASKA BASEBALL ACADEMY are NOT RESPONSIBLE for any injury or loss of property to any person suffered while warming up, practicing, traveling, playing, or participating in **Camp Activities** for any reason whatsoever, including ordinary negligence.

This **WAIVER** and **RELEASE OF LIABILITY** was executed this ____ day of _____ 2____, by

_____, (**Releasor**) in favor of the **UNIVERSITY OF NEBRASKA and the NEBRASKA BASEBALL**

ACADEMY and its Regents, Officers, Employees, Instructors, Staff, agents, operators, successors, and assigns (University and Camp).

The **Releasor** serves as a parent/guardian whose child (camper) wishes to participate in **Camp Activities**. In consideration for the privilege of participation in the program, the **Releasor** consents and agrees to the following:

1. **Releasor** certifies that camper is physically capable of participating in Camp Activities and that he/she will take responsibility for physical fitness and capability to perform under normal conditions in these Activities. **Releasor** is encouraged to get camper physician's opinion prior to participating in these Activities. In the event of a medical emergency, the University of Nebraska or the NEBRASKA BASEBALL ACADEMY, 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 expenses involved.
2. **Releasor** realizes that camper participation in these Activities involves certain risks and danger and may be a vigorous activity involving severe respiratory and cardiovascular stress. **Releasor** has hereby been made aware that participation in these 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.
3. Consequently, while understanding that the **University and Camp** has taken precautions to provide organization, supervision, and equipment for reasonable safety, **Releasor** assumes joint and personal responsibility for safety while camper is participating in these Activities.. **Releasor** accepts personal responsibility to ensure that any equipment needed to participate in these Activities and used by the **camper** is safe and functioning properly and to refrain from causing loss or damage to the property of the **University and Camp**. **Releasor** realizes that he/she is solely responsible for any personal equipment, supplies, or property camper may choose to use during the duration of the activity.
4. **Releasor** further agrees to indemnify and hold harmless the **University and Camp** for any and all claims or actions as a result of engaging in, using **University and Camp** facilities and equipment, or any activities incidental thereto whatsoever, whenever, or however the same may occur.
5. **Releasor** is aware that if he/she uses a vehicle not operated by the **University and Camp** for transportation to, at, or leaving the activity site, the **University and Camp** is **NOT** responsible for any damage caused by or arising from **Releasor's** use of such vehicle. Furthermore, **Releasor** acknowledges that he/she is solely responsible for any action the camper takes outside the scope of those actions permitted by the **University and Camp** for purposes of the particular activity regardless if occurring before, during, or after the duration of the activity.
6. In consideration of participation in these Activities, **Releasor** hereby **RELEASES** and covenants not-to-sue the **UNIVERSITY and the NEBRASKA BASEBALL ACADEMY** for any and all present and future claims resulting from ordinary negligence on the part of the **UNIVERSITY and the NEBRASKA BASEBALL ACADEMY** for property damage, personal injury, or wrongful death arising as a result of camper engaging in, using **University and Camp** facilities and equipment, 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.**

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 the venue for any legal proceeding shall be in the State of Nebraska.

I understand the rights that I am **waiving** and that I am freely signing this **WAIVER AND RELEASE**. I have read and fully understand that by signing this agreement I am giving up legal rights and remedies, which may be available to me for ordinary negligence of the **University and Camp**. I further agree to follow and abide by the regulations and rules of the **UNIVERSITY and the Nebraska Baseball Academy** as they pertain to said Activities and to reimburse and make good to the **UNIVERSITY and the Nebraska Baseball Academy** any loss, damage, or cost the **UNIVERSITY and the Nebraska Baseball Academy** may have to pay as a result of my participation in the program.

RELEASOR (Signed)

RELEASOR (Printed)

Date

(Parent/guardian signature is required here)

RELEASOR (Signed)

RELEASOR (Printed)

Date

(If Camper is age 18 or older, camper signature is required here in addition to parent/guardian signature above)

*I expressly acknowledge the health risks and dangers associated with the transmission of the COVID-19 virus, and other communicable diseases, and recognize that exposure to the COVID-19 virus, or other communicable diseases, could occur while my child is in the care of **the Nebraska Baseball Academy**. As such, and as additional consideration for participation in the activity, I understand the Waiver and Release of Liability apply to the possibility of COVID-19 community spread. I certify that prior to leaving my child in the care of **the Nebraska Baseball Academy** that my child: (a) has not been diagnosed or is suspected to have COVID 19, (b) does not have any of the coronavirus symptoms listed on the CDC's Symptoms of Coronavirus page, (c) has not in the past 14 days had close contact (less than six feet) with a person who has a lab-confirmed case of COVID-19, (d) has not in the past 14 days had close (less than six feet) contact with a person who is awaiting results of a COVID-19 test because of COVID-19 symptoms or exposure, or (e) in the past 14 days has not returned from international travel or traveled through an area with state or local restrictions that mandate quarantine upon arrival home. I also certify that each time I leave my child in the care of **the Nebraska Baseball Academy**, I have conducted a daily assessment on my child and that he/she is not exhibiting any of the above signs or symptoms of, or exposure to, COVID-19.*

Signed (Parent/Guardian) _____ Date: _____

Nebraska Baseball Academy Camps are open to any and all entrants, limited only by space, age and grade level. It is the policy of the Nebraska Baseball Academy not to discriminate on the basis of sex, handicap, race, color, religion, marital status, veteran status, national or ethnic original or sexual orientation.