

**ELECTION FOR NEVADA WORKERS' COMPENSATION COVERAGE
FOR OUT-OF-STATE INJURY**

WHEREAS, _____, (SSN _____ - _____) hereinafter referred to as EMPLOYEE, sustained and suffered an injury in the State of _____, arising out of and in the course of his employment on the _____ day of _____, 19 _____, while in the employ of _____ ; and
(Business Name)

WHEREAS, as a result of the above out-of-state industrial injury, the undersigned (EMPLOYEE or his dependents in case of his death) claims compensation and benefits under the Nevada Industrial Insurance Act (**Nevada Revised Statutes** (NRS), Chapter 616, A to D inclusive) on account of the above-described injury, and the employer has industrial insurance coverage under such **Act**, and

WHEREAS, **NRS 616C.195** requires that no compensation or benefits be paid to any employee of an employer covered under Chapter 616A to D inclusive of **NRS**, where such employee receives an injury arising out of and in the course of such employment outside of this state, until such employee, his personal or legal representative, dependents or next-of-kin execute and deliver to the employer a full and complete release of such injury or death, and that the acceptance of compensation under Chapter 616A to D inclusive of **NRS** constitute a waiver by such employee or his dependents of all rights and remedies against the employer at common law or given under the laws of any other state; and

WHEREAS, **NRS 616C.215** allows employee, his personal or legal representative, dependent or next-of-kin to proceed against any third party who may have caused the industrial accident and that there are certain rights and obligations under Nevada law pertaining thereto.

NOW, THEREFORE, as required by **NRS 616C.195**, and in consideration for such payment of compensation and benefits under Chapter 616A to D inclusive of NRS to which the EMPLOYEE, his personal or legal representatives, dependents or next-of-kin, whose signature or signatures appear hereon, do hereby fully and completely release the above-named employer from any and all liability arising from or growing out of the above described out-of-state injury, and do further waive any and all rights and remedies against the above named employer at common law or given under the laws of any other state.

IT IS FURTHER AGREED, that in the event EMPLOYEE, his personal or legal representative, dependent or next-of-kin proceeds in a third party action, whether in Nevada or any other state, against any third party who may have caused the industrial accident, EMPLOYEE agrees to be bound by **NRS 616C.215**, concerning said third party action and in the event an issue concerning choice of laws should arise in any third party action commenced outside the state of Nevada, that as to workers' compensation benefits and obligations, the undersigned specifically agrees that Nevada law under **NRS 616C.215** should be applicable.

DATE: _____ BY: _____
Signature

(TITLE-Employee, Personal or Legal Representative,
Dependent or Next-of-Kin of Employee)