

WARNING OF RISK, WAIVER, AND RELEASE OF ALL CLAIMS

Participant Obligations. Participant (player, coach, official or other participant) agrees to comply with all federal, state, and municipal laws, rules and regulations, health and safety guidelines, Directed Health Measures, and protocols. The likelihood of injury or illness may be reduced by adherence to safety rules or procedures. Participant agrees to conduct the activity in a safe and professional manner at all times.

Assumption of Risk and Release of Claims. Participant is fully aware and understand the specific risks associated with this activity, including physical injury, sickness and disease **including COVID-19 or novel coronavirus**, and death, and that this activity may be hazardous to the Participant. The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. Participant agrees to assume and accept the full risks associated with this activity without limitation, or in the alternative waives all rights to notice of risks associated with this activity and any activities connected or associated with this activity, including any loss or damage to clothing and/or personal equipment; any 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 actions, inactions or negligence of Participant, or of others, or in the condition of the premises or of any equipment used. Participant agrees to waive and relinquish all claims Participant may have as a result of or related to the activity against the City of Lincoln and their officials, officers, agents, and employees. Participant further assumes all the foregoing risks and accepts personal responsibility for all costs associated with the risks or injuries that Participant incurs or causes.

Indemnification. To the fullest extent permitted by law, Participant shall indemnify, covenant not to sue, defend, release, and hold forever harmless City of Lincoln or their officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from this activity, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness and disease **including COVID-19 or novel coronavirus**, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission associated therewith. This shall not require Participant to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. City does not waive its governmental immunity and defenses. This obligation shall not be terminated at the conclusion of the activity.

Effect of Waiver and Release. This Warning of Risk, Waiver, and Release of All Claims shall be construed and enforced in accordance with the laws of the State of Nebraska; contains the entire understanding of the parties superseding any prior negotiations; shall be read as broadly and inclusively as permitted by law; and in the event any provision is rendered invalid, the remainder shall still remain valid and enforceable to the fullest extent of the law.

Acknowledgment and Capacity. In consideration for participation in the activity, the undersigned hereby acknowledges and represents unqualified authority to execute the same on their own behalf. Parent/Guardian of the Participant who sign (if applicable) agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law as provided herein. The undersigned has read, fully understood, and freely agrees to this Warning of Risk, Waiver, and Release of All Claims.

Participant Name (Player, Coach, Official or Other Participant): _____

Participant Signature (if Participant is not a minor): _____

Address: _____ Phone Number: _____

Parent/Guardian Signature (if Participant is minor): _____ Date: _____

Printed Name of Parent/Guardian: _____ Age of Participant: _____