

Adult Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your use of the City of Wahoo, a political subdivision of the State of Nebraska a/k/a Wahoo Parks and Recreation Department (hereinafter "WPR") facilities and/or their Programs, now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that use of WPR facilities and participation in WPR activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with WPR use and participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with WPR participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in WPR programs or accessing WPR facilities could increase the risk of contracting COVID-19. WPR in no way warrants that COVID-19 infection will not occur through participation in WPR programs of accessing WPR facilities.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in WPR, I, _____, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE WPR, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against WPR on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of WPR facilities/equipment or participation in WPR programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my participation in WPR I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my WPR participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in WPR use and participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in WPR programs or using its facilities and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in WPR.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this ____ day of _____, in the year _____.

Participant Signature

Participant Name (Print Clearly)