

Agreement and Release of Liability Including COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of BAXTER ARENA/UNIVERSITY OF NEBRASKA AT OMAHA ATHLETIC DEPARTMENT and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself on behalf of my heirs, distributes, guardians, legal representatives, and assigns, HEREBY RELEASE INDEMNITY AND HOLD HARMLESS the University of Nebraska at Omaha, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, and or operators/lessors of the premises (Baxter Arena) used to conduct the event ("releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person and property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASESEES OR OTHERWISE, to the fullest extent permitted by law.

I have carefully read this release of liability and assumption of risk agreement, fully understand its contents and terms. I am aware that I have given up substantial rights by signing this document and sign it freely and voluntarily without any inducement.

Participant's signature

Age

Date Signed

For parents/guardians of participants of Minority Age
(Under the age of 18 at time of registration)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Parent/Guardian signature

Emergency phone number

