

# WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in volleyball and being permitted to utilize the facilities, services, and programs held at Sinnott's Sand Bar in Papillion NE, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge Sinnott's Sand Bar, located at 206 E Lincoln St, Papillion NE 68046 their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from and event related to this activity.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include but are not limited to, physical or psychological injury, sprains, bruises, cuts, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), loss of sight, concussions, heart attacks, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity, including travel to, from and during the activity, also not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers of the event.

I agree to indemnify and hold harmless Sinnott's Sand Bar against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Sinnott's Sand Bar incurs any of these types of expenses, I agree to reimburse Sinnott's Sand Bar.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE SINNOTT'S SAND BAR AND ALL OF ITS AFFILIATES, MANAGERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST SINNOTT'S SAND BAR FOR PERSONAL INJURY OR PROPERTY DAMAGE. IN THE EVENT THAT I SHOULD REQUIRE MEDICAL CARE OR TREATMENT, I AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF SUCH TREATMENT. I AM AWARE AND UNDERSTAND THAT I SHOULD CARRY MY OWN HEALTH INSURANCE. IN THE EVENT THAT ANY DAMAGE OF EQUIPMENT OF FACILITIES OCCURS AS A RESULT OF MY OR MY FAMILY'S WILLFUL ACTIONS, NEGLIGENCE OR RECKLESSNESS, I ACKNOWLEDGE AND AGREE TO BE HELD LIABLE FOR ANY AND ALL COSTS ASSOCIATED WITH ANY ACTIONS OF NEGLIGENCE OR RECKLESSNESS.**

TEAM NAME \_\_\_\_\_

## CAPTAIN

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DOB \_\_\_\_\_

CAPTAIN EMAIL \_\_\_\_\_

## TEAM MEMBERS

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DOB \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DOB \_\_\_\_\_

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## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at Sinnotts Sand Bar (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children form whom I have the capacity contract) the Sinnott's Sand Bar, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Nebraska. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**