

WAIVER AND RELEASE OF LIABILITY for Family Fun Day

DISCLAIMER: The St. Agnes School Foundation, Inc., St. Agnes Catholic School and St. Agnes Catholic Church of Scottsbluff, Nebraska are NOT RESPONSIBLE for any injury or loss of property to any person suffered while traveling, warming up, practicing, playing or participating in Family Fun Day activities for any reason whatsoever, including ordinary negligence.

This **WAIVER and RELEASE OF LIABILITY** (by the undersigned **Releasor(s)**) is executed in favor of the St. Agnes School Foundation, Inc., St. Agnes School and St. Agnes Catholic Church of Scottsbluff, Nebraska and their Boards of Directors, Employees, Instructors, Staff, agents, operators, volunteers, successors, and assigns (hereinafter “St. Agnes”).

Each **Releasor** and/or children for whom he/she/they are legally responsible, wish to participate in Family Fun Day activities. In consideration of the privilege of participation in these activities, the Releasor consents and agrees for Releasor and the child participants listed below to the following:

1. **Releasor** certifies that he/she and any child participant is physically capable, has no medical condition (mental or physical), and is not under the influence of drugs or alcohol or any illicit prescription drugs that might create risks to Releasor or other participants in Family Fun Day activities. He/she will take responsibility for physical fitness and capability to perform under normal conditions of Family Fun Day activities. In the event of a medical emergency, St. Agnes or its representatives have my permission to take whatever measures they deem advisable to render assistance and that I and/or my family will be financially responsible for any expenses involved.
2. **Releasor** has been made aware that participation in Family Fun Day activities has the following non-exclusive list of certain risks which I accept:

Activities

Activities presently involve outdoor activities but may also include indoor gym activities (including but not limited to, basketball, three-legged race, running, jumping, etc.) which will take place on the property of St. Agnes School and Church, and with permission on the nearby grounds of Scottsbluff Middle School and Scottsbluff Parks and Recreation. Physical activities include, but are not limited to, walking, running, climbing, repetitive lifting and the physical exertion involved in sporting events and indoor/outdoor games. Releasor understands, acknowledges and agrees that the activities listed above are a potentially hazardous activity.

Risks

Risks that Releasor has been made aware of include exposure to vigorous activity involving severe respiratory and cardiovascular stress, collision, falling, and all manner of injury, including but not limited to total disability, paralysis or even death. Environmental risks may include, but are not limited to participation on gym flooring, concrete, dirt, gravel and grass surfaces and weather conditions at the locations set forth above. This list does not describe all possible risks associated with the premises, equipment, and Family Fun Day activities and the list in no way limits the extent or scope of the following assumption of risk, release and indemnity. Releasor has been made aware that the risks described in this document, and others, are inherent in the activities – that is, they cannot be eliminated without destroying the basic nature of the activities and reducing the appeal and value of the activities.

3. Consequently, while understanding that St. Agnes has taken precautions to provide organization, supervision and equipment for reasonable safety, Releasor assumes joint and personal responsibility for

safety while participating in Family Fun Day activities. Pursuant to that joint and personal responsibility, Releasor agrees to comply with instructions and direction of representatives and volunteers of St. Agnes.

4. **Releasor** further agrees to indemnify and hold harmless **St. Agnes** for any and all claims or actions as a result of participating in Family Fun Day activities or engaging in, using St. Agnes facilities and equipment or any activities incidental thereto whatsoever, wherever, whenever, or however the same may occur.
5. Releasor acknowledges that photographs and digital images may be taken during participation. Releasor understands and agrees that the images may be published and used by St. Agnes.
6. In consideration of participation in Family Fun Day and related activities, Releasor hereby **RELEASES** and covenants not-to-sue St. Agnes for any and all present and future claims resulting from ordinary negligence on the part of St. Agnes for property damage, personal injury, or wrongful death arising as a result of my/our engaging in, using St. Agnes facilities or equipment, or receiving instruction for Family Fun Day activities or activities thereto, wherever, whenever, or however the same may occur. **Releasor hereby voluntarily waives** any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by Releasor's family, estate, personal representative, heirs, or assigns.

I have read and understand that this **WAIVER** is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and agree that if any part is held invalid, the remaining part of this **WAIVER AND RELEASE** will continue in full force and effect as intended. I further agree the venue for any legal proceedings shall be in the State of Nebraska.

I understand the rights that I am waiving, on my own behalf and on behalf of my child(ren) or ward(s) listed below, and that I am freely signing this **WAIVER AND RELEASE**. I have read and fully understand that by signing this agreement I am giving up legal rights and remedies, which may be available to me/us for ordinary negligence of **St. Agnes**. I further agree to abide by the rules and regulations of **St. Agnes** as they pertain to Family Fun Day and to reimburse **St. Agnes** any loss, damage or cost **St. Agnes** may have to pay as a result of participation in Family Fun Day.

PARENTAL CONSENT (everyone under the age of 19 must have a parent or guardian sign)

Releasor (Printed): _____ Date: _____

Releasor (Signed): _____

Releasor (Printed): _____ Date: _____

Releasor (Signed): _____

OTHER PARTICIPATING FAMILY MEMBERS (signature also required if 19 or older)

_____	_____
_____	_____
_____	_____
_____	_____