

Omaha Clay Courts Association, Inc.

WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT

I, _____ (name of adult), certify that I am above the age of 18 years old. As consideration for me being allowed access to and/or use of property owned, managed, maintained, or otherwise controlled by Omaha Clay Courts Association, a Nebraska non-profit corporation (hereinafter referred to as "OCCA"), I agree to release, waive, discharge, and covenant not to sue OCCA along with its officers, directors, members, agents, servants, or employees (collectively referred to herein as "Releasees", and each may be referred to as a "Releasee") from any and all liabilities, claims, demands, or causes of action that may arise from or be related to any loss, damages, or injury, including death, that may be sustained by me or my personal property while I am participating in any activities conducted, authorized, organized, supported, or promoted by Releasees or while I am on property owned, managed, maintained or otherwise controlled by OCCA.

To the best of my knowledge, I am in good physical condition and I have no knowledge of any physical condition, injury, or illness whatsoever which would place me at risk to access or use OCCA property, or participate in any Releasee activities. I am fully aware of the risks connected with participating in recreational and any other activities at OCCA or being present at OCCA facilities. I voluntarily assume full responsibility for any risk of loss, property damage, or personal injury, including death, that I may sustain as a result of participating in any activities conducted, authorized, organized, supported, or promoted by Releasee or which may take place at OCCA facilities, however caused. I further agree to indemnify and hold harmless the Releasee from any loss, liability, damage or cost, including court costs and attorney's fees, that may accrue related to my participation in any Releasee activities or any activities at OCCA, however caused.

While present at OCCA facilities and/or participating in OCCA activities, I will fully comply with all local, state, and federal laws, regulations, advisories, guidelines, and ordinances. I hereby acknowledge receipt and understanding of the OCCA Rules. I agree to fully comply with OCCA rules, regulations, advisories, and guidelines. I further understand that if I invite and/or allow access to OCCA facilities to any non-member guest or any other individual, I am fully responsible for any loss, damage, or injury that may be sustained by those individuals while present at OCCA property, facilities, or other activities. I further agree to indemnify and hold harmless the Releasee from any loss, liability, damage or cost, including court costs and attorney's fees, that may accrue related to those individuals' presence at or participation in any Releasee facilities or activities.

This instrument shall be binding upon the members of my family, my spouse, and my heirs, assigns and personal representatives. This instrument shall be governed by the laws of the State of Nebraska.

I certify that I have read and fully understand the above waiver and consent form. I certify that I am signing this form freely and voluntarily and that I understand that by signing this form I am giving up substantial rights. I certify that all blanks or statements requiring insertion or completion were filled in before I signed.

Dated: _____

(Signature of Adult)