

WAIVER AND RELEASE OF LIABILITY



In consideration of being allowed to use LFR Facilities, the undersigned:

The undersigned fully aware and understand the specific risks associated with this activity, including physical injury, and that this activity may be hazardous to the participant. The undersigned agrees to assume and accept the full risks associated with this activity without limitation, or in the alternative waive all rights to notice of risks associated with this activity and any activities connected or associated with this activity, including any loss or damage to clothing and/or personal equipment; any mental and/or physical injuries, including illness, permanent and/or partial disability; severe social and/or economic loss; attorney's fees; and/or any other damages or loss which may result not only from his or her actions, inactions or negligence, but the actions, inactions or negligence of others, or in the condition of the premises or of any equipment used. The undersigned agree to waive and relinquish all claims the undersigned and/or the participant may have as a result of participating in this activity against the City of Lincoln and their officials, officers, agents, volunteers and employees. The undersigned further assume all the foregoing risks and accepts personal responsibility for all costs associated with the risks or injuries that the undersigned incurred or causes.

To the fullest extent permitted by law, the undersigned, on behalf of myself as the participant, shall indemnify, covenant not to sue, defend, releases, and hold forever harmless City of Lincoln or their officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from this activity, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission associated with this activity.

The undersigned hereby acknowledge and represent unqualified authority to execute the same on his or her own behalf and/or on behalf of the participant and agree to hold harmless and indemnify the City of Lincoln from and against any claims of such minor or his or her successors.

The undersigned has read the above waiver and release, and understands that he/she has given up substantial rights by signing it and has signed the same voluntarily.

DATED: _____

Witness

Signature

Print Name

Disposition:

Submit to Fire Administration

waivliab (01/01/20)