



WAIVER OF LIABILITY AND RELEASE

The undersigned ("Participant"), in consideration of being permitted to participate in the 2015 Canopy Street Vault held on July 18, 2015 in the Railyard ("the Activity"), agrees as follows:

RELEASE/INDEMNITY. Participant for himself/herself and on behalf of his/her heirs, assigns, personal representatives and next of kin waives and releases Railyard Entertainment, LLC, Railyard Promotional Association, TDP Phase One, LLC, the City of Lincoln, their managers, officers, officials, shareholders, agents, and/or employees, other guests and tenants (collectively, the "Indemnitees") from and against any and all liability for any loss, damage, injury, expense, demand or cause of action that Participant may suffer, whether with respect to personal injury, death, damage to or destruction of property, theft, or otherwise that may arise as a result of Participant's participation in the Activity, even if arising from the negligent acts or omissions of Indemnitees to the fullest extent permitted by law. Participant will fully INDEMNIFY, RELEASE and HOLD HARMLESS the Indemnitees, collectively and individually, from any and all losses, claims, causes of action, suits, judgments, damages, demands, costs, and any other expenses or liabilities whatsoever, including, without limitation, attorneys' fees, that Participant may incur, for any reason whatsoever that may arise as a result of Participant's participation in the Activity, and/or Participant's presence in, upon or about the Railyard, including, without limitation, injury or death sustained to Participant and/or damage to personal property owned by Participant, even if arising from the negligent acts or omissions of Indemnitees to the fullest extent permitted by law.

PHOTOGRAPHS. Participant gives Indemnitees permission to use any photographs, videotapes, recordings or other media ("Media") taken of Participant, and any minor child accompanying Participant, in publicity and marketing materials or otherwise, and expressly waives any claim of ownership in such Media. Participant further waives any right to compensation or damages based on the use of the Media.

RULES/ EQUIPMENT. Participant agrees to abide by all the rules and regulations of the Railyard. Participant may use certain equipment provided as part of the Activity. Participant understands that use of such equipment may help reduce the risk of injury but will not prevent it and Indemnitees make no representation or warranty as to the protection the equipment will provide.

RECOGNITION OF RISK/GOOD HEALTH. Participant understands and recognizes the DANGERS, HAZARDS and RISKS inherent in the Activity. These risks, dangers and hazards include, but are not limited to, equipment failure and exceeding one's own abilities. Participant acknowledges that the risk of SEVERE INJURY, PERMANENT DISABILITY AND DEATH, and the risk of severe economic and property loss and damage exist by participating in the Activity. Participant agrees that his/her participation is voluntary, at his/her own risk and Participant assumes full responsibility for any resulting injuries and/or damages. Participant affirms that he/she is in good health and capable to participate in the Activity. Participant acknowledges that he/she will not be covered by Indemnitees' insurance and it is the recommendation of Indemnitees that Participant obtain medical/health insurance if Participant is not covered.

Participant acknowledges that he/she has read this Waiver of Liability and Release and agrees to be legally bound by it. Further, Participant acknowledges that Participant is giving up substantial rights, including the right to sue the Indemnitees. Participant fully understands the terms of this Waiver of Liability and Release Form and acknowledges that Participant has signed it freely and voluntarily without any inducement, assurance, guarantee, or oral representation being made.

PARTICIPANT SIGNATURE: _____ DATE: _____

PARTICIPANT NAME PRINTED: _____ AGE: _____

FOR PARTICIPANTS UNDER 19 YEARS OF AGE

This is to certify that I, as parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I certify that the Participant has registered with the United States of America Track and Field (USTAF.org) as a member prior to the Activity and will present proof of membership upon check-in at the Activity. I acknowledge the DANGERS, HAZARDS and RISKS inherent in the Activity as set forth above and release and AGREE TO INDEMNIFY Indemnitees from any and all liabilities incident to the minor child's involvement or participation in the Activity, even if arising from the negligent acts or omissions of Indemnitees to the fullest extent permitted by law.

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN NAME (PRINTED): _____

EMERGENCY PHONE: _____