



WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

June 2021 – May 2022

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

In consideration of being allowed to participate on as a member or guest (“Releasor”) of the Omaha Ski Club and related events and activities, the undersigned acknowledges, understands, and agrees that:

1. Participation in Omaha Ski Club events, trips and/or other gatherings includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. Participation in Omaha Ski Club events may potentially bring Releasor in close contact with other individuals and locations including, but not limited to, ski resorts which have been known sources of exposure to COVID-19;
3. **RELEASOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assumes full responsibility for Releasor’s participation in Omaha Ski Club events, trips and/or other gatherings;
4. Releasor on behalf of him/herself and on behalf of Releasor’s heirs, assigns, personal representatives and next of kin, **HEREBY RELEASES AND HOLDS HARMLESS** the Omaha Ski Club its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers and if applicable, owners and lessors of premises used to conduct the event, (“Releasees”) **WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH**, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____ Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, the child/ward’s other parent(s) and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, the child/ward’s other parent(s) and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent provided by law.

Name of parent/guardian: _____ Parent guardian/signature: _____

Date signed: _____