

50 MILE MARCH FOUNDATION: WAIVER OF LIABILITY AND RELEASE AGREEMENT

I, _____ wish to participate in Campus Beautification Projects ("Activity") offered by the 50 Mile March Foundation ("50MM"). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

Assumption of Risk. I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of this Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the willful misconduct of 50MM, its officers, trustees, agents, employees or volunteers (collectively referred to as the "50MM"). For my own safety and the safety of other participants, I agree that I will follow all the instructions given to me by the 50 Mile March leadership team.

Liability Release. In consideration for the 50MM allowing me to participate in the Activity, I agree I will not sue the 50MM and I release the 50MM from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the willful misconduct of the 50MM.

Indemnification. I agree to indemnify and hold harmless the 50MM, its officers, officials, employees, and volunteers from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the 50MM may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the 50MM.

Warranty of Physical Fitness. I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the 50MM has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the 50MM is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

Emergency Medical Treatment. I grant the 50MM permission to authorize emergency medical treatment as it deems appropriate and agree that such action by the 50MM shall be subject to the terms of this Agreement. I understand and agree that the 50MM assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

Intent. It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws provision. The courts in Sarpy County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

Choice of Law. I agree that this Agreement and any claim arising claim arising from my participation in the Activity shall be governed by the laws of the State of Nebraska. The courts in Sarpy County, Nebraska shall be the forum for any claims arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

Photo. I hereby consent to and authorize the use and reproduction by 50MM of my name, image, likeness and comments in 50MM materials for internal and external audiences. These materials include but are not limited to advertisements, brochures, emails, news releases, magazines, newsletters, videos, social media, and websites.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH SIDES BEFORE SIGNING.

ACTIVITY DETAIL FORM

Name of Activity: Campus Beautification

Date(s) of Activity:

Location of Activity: 3906 Capehart Road, Bellevue NE 68123 and related property

By participating in the above activities you may be exposed to several inherent risks, including but not limited to those listed below:

- Tripping and Falling
- Abrasions, cuts, and contusions
- Sprained ankles and wrists
- Broken bones
- Heart attack
- Any acts of nature

The undersigned is fully aware of the hazards and risks inherent in participation in the Activity and hereby elects to participate voluntarily and assume all risks of loss, damage or injury that may be sustained by him or her while participating in the Activity.

We request you conduct your participation with the safety of yourself and others in mind.

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In signing this Agreement, I acknowledge that I have read this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I am signing this Release Agreement voluntarily and I am at least nineteen years of age. If the participant is eighteen or younger, I am signing as parent or guardian of said minor child.

Name of Participant (print)

Signature

Signature of Guardian if 19 years of age or younger*

****Participants must be at least 19 years old to participate without a Guardian. No one under age 13 is allowed to participate due to the nature of the activity.****

Date

Primary Emergency Contact & Relationship to Participant Phone Number

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