

NEBRASKA KAYAK POLO, L.L.C.

PARTICIPATION AGREEMENT

Every participant, and his or her parent/legal guardian if participant is less than 19 years old, must complete and sign this form, and the form and league fee must be on file with Nebraska Kayak Polo, L.L.C. in order to participate.

Participant's
Name: _____

Participant's Parent/Legal Guardian:
(If Participant is less than 19 years old) _____

Address: _____

City, State, Zip: _____

Telephone (Daytime): _____ Telephone (Evening): _____

Email: _____

In consideration for the above-named Participant ("Participant") being allowed to participate in Nebraska Kayak Polo, L.L.C. games, leagues, events, and/or activities (collectively "Kayak Polo Activities"), the sufficiency of which is hereby expressly acknowledged by the undersigned, Participant and his or her parent/legal guardian, individually and on behalf of Participant, (collectively "Releasers") agree as follows:

1. **Fee.** Releasers shall pay a league fee, in an amount to be determined by Nebraska Kayak Polo, L.L.C., for each league in order to participate in Kayak Polo Activities, and the fee shall be paid before Participant is permitted to participate in Kayak Polo Activities. Further, Releasers understand, acknowledge and accept that they may be required to pay a facility fee in addition to the league fee, and that the facility fee is controlled by the facility at which Kayak Polo Activities are held and that such fees are out of Nebraska Kayak Polo, L.L.C.'s control. Releasers shall pay the facility fee, if any, before Participant is permitted to participate in Kayak Polo Activities. No refunds shall be given under any circumstances except when this term is waived in writing by Nebraska Kayak Polo, L.L.C. on a case-by-case basis.

2. **Release, Discharge and Covenant Not to Sue.** Releasers hereby release, discharge and covenant not to sue Nebraska Kayak Polo, L.L.C., Prairie Life Fitness, and the City of Omaha, as well as their respective directors, officers, principals, agents, partners, members, managers, employees, volunteers, promoters, consultants, affiliates and representatives (collectively "Releasees") from any and all past and future claims and liability, including but not limited to negligent acts or omissions, for any and all property damage, personal injury, loss, cost or expense to Releasers arising out of participation in any Kayak Polo Activities or travel to or from any Kayak Polo Activities.

3. **Indemnity.** Releasers shall indemnify and hold harmless Releasees as well as their heirs, successors, assigns, executors, administrators, and next of kin against loss and expenses in defending any claims, suits, liabilities, demands, costs, and expenses brought by Releasers or by any person or entity acting through, by, or on behalf of Releasers.

4. **Assumption of Risk.** Releasers understand, acknowledge and accept that Kayak Polo Activities involve vigorous athletic activity that includes paddling, throwing, leaning, twisting, swimming, immersion/submersion in water, water inhalation, lifting and grappling with other participants and kayaks, ramming and collisions between kayaks, tackling, and capsizing; that Kayak Polo Activities are a contact sport that will involve rough bodily contact with other players as well as with equipment and the playing area, and it will involve physical movements which have caused and may cause injury; that participating in Kayak Polo Activities involves inherent risks that, regardless of any precautions which may be taken by Releasees or Releasers, may and do result in injury, including but not limited to sprains, strains, bruises, broken bones, dislocated joints, permanent disability, head and/or brain injury, social/economic losses, paraplegia, quadapelegia, drowning, and death. Releasers understand, acknowledge and accept that such injuries and others may result from the activities, risks and dangers listed above as well as from wet and/or slippery surfaces, weather conditions, equipment failure, loss of balance, proper or improper warm-ups, strenuous aerobic exertion, vigorous practices and/or games, and intentional, reckless, negligent or unintentional impact/trauma to the body with/from the water, ball, paddles, kayaks, other participants, collisions with kayak(s), and collisions with the area in which Kayak Polo Activities occur, such as the side or bottom of a pool or lake. Releasers further acknowledge, understand and accept that while rules, regulations, safety standards and safety equipment, any practices, and experience may reduce the risks and dangers, the risks and dangers are still present and significant. Releasers knowingly, and voluntarily assume all risks, dangers, and injuries, associated with or otherwise arising out of Kayak Polo Activities and travel to or from any Kayak Polo Activities, regardless of any whether any risk, danger or injury is listed here. Releasers further understand, acknowledge and accept that the presence or non-presence of a lifeguard, referee/official, safety equipment, and/or the first aid or medical supplies, shall not be a waiver, modification, or guarantee as to the risks, dangers and injuries associated with Kayak Polo Activities, nor is the same a limit, waiver or alterations to the release, discharge and covenant not to sue in paragraph 3.

5. **Equipment.** The use of a kayak, paddle, helmet and personal floatation device ("PFD") in good working order are mandatory for all participation of any kind in Kayak Polo Activities. Nebraska Kayak Polo LLC will provide the above-listed equipment, or the Participant may bring his or her own equipment if it is at least as protective as the equipment provided by Nebraska Kayak Polo LLC and if such equipment is approved for use by Nebraska Kayak Polo LLC officials. Nebraska Kayak Polo LLC is the sole decision-maker on what equipment will or will not be allowed for use in Kayak Polo Activities. Further, the provision of equipment by Releasers or by Releasees does not guaranty correct use of the equipment or adequacy of the equipment to prevent or limit any risks, dangers, or injuries associated with Kayak Polo Activities as assumed by the Releasers, and Nebraska Kayak Polo makes no waiver, limit, or alteration to Releasers' assumption of risk or release, discharge and covenant not to sue by providing any equipment.

6. **Medical Condition and Authorization.** Releasers acknowledge, understand, and agree that Participant's medical condition is relevant in participating in Kayak Polo Activities and therefore affirmatively and expressly represent and warrant that Participant is healthy and in good physical condition, is an able swimmer, can lift at least 75 pounds in or out of the water, is physically, emotionally, and mentally fit to play, and is familiar with the skills and rules of Kayak Polo Activities. Releasers give express permission for Participant to participate in Kayak Polo Activities. In the event of any illness or injury, Releasers authorize Releasees to obtain medical treatment for Participant and any such decision or non-

decision is included in the release, discharge and covenant not to sue in paragraph 3. Further, Releasors accept liability for any and all medical bills and other expenses which may be incurred by or on behalf of Releasors for any illness or injury sustained in any connection with Kayak Polo Activities and while traveling to or from Kayak Polo Activities, regardless of whether Releasors or Releasees specifically authorized such treatment. Releasors further disclose all conditions as follows (use multiple pages if needed):

Medical/Health Conditions / Illnesses (if any): _____

Medications (if any): _____

Allergies (if any): _____

Emergency Contact Name: _____

Emergency Contact Telephone Number: _____

7. Sportsmanship and Compliance with Rules, Regulations, and Directions. Releasors agree to comply with the rules, regulations, and directions of Kayak Polo Activities and of the referees/officials, staff, and volunteers, and Releasors expressly include any claims that Releasees failed to create, adopt, modify, follow, or enforce any rule, regulation, or direction of an official, staff, or volunteer as part of the release, discharge and covenant not to sue in paragraph 3. Further, Releasors shall exhibit good and positive sportsmanship at all times involving Nebraska Kayak Polo activities or travel to or from Kayak Polo Activities. Nebraska Kayak Polo, in its sole discretion, shall be the decision-maker on what conduct complies with and violates good and positive sportsmanship, and it shall have zero tolerance for any unsportsmanlike behavior and has absolute authority to decide any punishment for any behavior determined by it to be unsportsmanlike, up to and including permanent termination of Releasors from all Kayak Polo Activities without refund.

8. Supervision of Minors. Releasors acknowledge, understand and accept that a chaperone/adult (age 21 and older), provided by Releasors, should attend with Participant if Participant is less than 19 years old; that the chaperone/adult is responsible for his or her corresponding Participant(s) at all times; and that Releasees will not provide specific supervision to, or a chaperone/adult for, any participant, including those less than 19 years old.

9. No Guaranties. Releasors acknowledge, understand and agree that nothing stated herein guarantees that Kayak Polo Activities will occur, and Releasors include in their release, discharge and covenant not to sue in paragraph 3 any claim, loss, or expense arising out of the occurrence or nonoccurrence of Kayak Polo Activities.

10. Photo, Video, and Recoding Consent. Releasors expressly grant full permission to Releasees to take Releasors' photograph, video, or recording and to use the same as well as Participant's name and any other non-medical information for any purpose. Releasors agree that Releasees can adapt, modify, reproduce, distribute, publish, display, advertise or create derivative works from such photographs, video clips or recordings and that Releasees have no obligation to compensate Releasors in any way for any such use(s). Releasors acknowledge, understand and agree that Releasees are and shall be the exclusive owner of all rights, titles and interests, including copyright, in the works of authorship created, even if such works use any likeness of Releasors.

11. Choice of Law. This Participation Agreement shall be governed and construed by the laws of the State of Nebraska.

12. Entire Agreement. This Participation Agreement constitutes the entire agreement between Releasors and Releasees, and it supersedes all other oral and written statements, and it shall not be changed in any way without express, written consent signed by both parties.

RELEASORS AGREE THAT BY SIGNING, THEY HAVE CAREFULLY READ THIS PARTICIPATION AGREEMENT, WHICH INCLUDES A RELEASE AND ASSUMPTION OF RISK, AND A MEDICAL AUTHORIZATION, IN ITS ENTIRETY, AND UPON THE ADVICE OF COUNSEL OR WAIVER THEREOF, HAVE KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY AGREED TO ALL TERMS AND CONDITIONS.

Read Before Signing!

Participant's signature (regardless of age)

Parent/Legal Guardian, individually and on behalf of Participant
(required if Participant is less than 19 years old)

Printed Name

Printed Name

Date

Date