

FIRST BAPTIST CHURCH OF FREMONT, NEBRASKA, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at FIRST BAPTIST CHURCH of Fremont, Nebraska (hereinafter the "Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby and acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID 19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID 19. I acknowledge and understand that the circumstances regarding COVID 19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. According to the guidelines set forth by the CDC and the State of Nebraska, I am rightfully attending the Activities and in doing so not acting contrary to any guidelines.
2. Notwithstanding the risks associated with COVID 19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID 19 arising from my being on the premises and participating in Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and minor children for whom I have the capacity to contract) the Church officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID 19 which might occur as a result of my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES and against any and all claims, demands, suits, judgments, losses and expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of any third parties engaged in the Activities with COVID 19 or any other illness or injury which infection is caused by me or any minor children for whom I have the capacity to contract with COVID 19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Nebraska. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least nineteen (19) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAMES OF MINOR CHILD(REN): \_\_\_\_\_