

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT:

I, the undersigned, upon registering as a participant or the parent of a youth participant in the Platte River Recreational Access program hereby acknowledge the existence of and assume full responsibility for certain risks associated with this activity, which may cause damage to property or personal injury or death to the participant. And, furthermore, I herewith agree to indemnify and hold forever harmless the State of Nebraska and the Game Parks Commission, the Platte River Recovery Implementation Program, the Platte River Recovery Implementation Foundation, their agents and employees against loss from and claims, demands, or action that may hereafter or at any time be made or brought against the State of Nebraska and the Game and Parks Commission, the Platte River Recovery Implementation Program, the Platte River Recovery Implementation Foundation, their agents and employees on account of damages or bodily injury or death to the participant sustained in consequence of the aforesaid permitted access for recreational purposes.

I, the undersigned, am: (i) registering as a participant in the Platte River Recreational Access program (the 'Program'); or (ii) the parent or guardian of the individual under 18 years old that is registering as a participant in the Program.

I acknowledge the existence of risks, hazards and dangers associated with participation in the Program, which may cause damage to property or personal injury or death to the participant, which risks include **but are not limited to:** hazardous surface and sub-surface conditions; variations in terrain and other obstacles, man-made or natural, whether they are obvious or not; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others; encounters with wildlife, animals, insects, and plant species; inclement weather conditions and the unavailability of immediate medical attention in case of injury; the risk of handling firearms and other hunting and fishing equipment and being near others that have firearms and other hunting and fishing equipment in their possession. I expressly and voluntarily assume full responsibility for **any and all** risks associated with participation in the Program and my actions related thereto.

I hereby release, discharge, waive, and covenant not to sue the Platte River Recovery Implementation Program, all signatories to the Platte River Recovery Implementation Program, the Platte River Recovery Implementation Foundation, the Nebraska Community Foundation, and each of their respective directors, officers, agents, employees, and related, affiliated or otherwise associated entities (collectively, the 'Released Parties') from liability for any and all claims for damage, loss, injury to the participant or the participant's property incurred while participating in, or in connection with the Program for any cause, including but not limited to the negligence of the Released Parties.

I hereby agree to indemnify and hold harmless the Released Parties from and against any claims, actions, suits, procedures, costs, expenses, damages and liabilities that may hereafter or at anytime be made or brought against or incurred by the Released Parties that arise out of or are directly or indirectly caused by, or otherwise related to, the participant's actions, inactions, and/or participation in the Program.

I expressly agree that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Nebraska and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THIS DOCUMENT RELEASES THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

IF THE PARTICIPANT IS UNDER 18 YEARS OLD, ONE PARENT OF TWO PARENTS MUST SIGN UNLESS ONLY ONE PARENT IS LIVING OR UNLESS ONLY ONE PARENT HAS LEGAL CUSTODY. IF ONLY ONE PARENT SIGNS, HE OR SHE WARRANTS AND REPRESENTS THAT HE OR SHE HAS SOLE LEGAL CUSTODY OF THE CHILD.

The entire land access form that will print out upon completion of a reservation must be carried by the person responsible for the requested land access for the below date while accessing the property. Access is walk-in only. User must also have any permits, stamps, or other required items for any activity conducted on this ground. For example, to hunt deer you could need this access form plus a deer permit valid for this part of the state and any required stamps.