

Sporting Omaha FC Assumption of the Risk and Waiver of Liability Relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Omaha Football Club, Inc. (d.b.a. Sporting Omaha FC and hereafter referred to as "SOFC") has put in place preventative measures to reduce the spread of COVID-19; however, **SOFC cannot guarantee that you or your children will not become infected with COVID-19.** Further, participation could increase your risk and your child's risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING

By signing this agreement, I **acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by my child's participation and that my child may be exposed or infected by Covid-19 do to his or her participation in SOFC related activities; and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I understand that the risk of me or my child becoming exposed to or infected by COVID-19 at SOFC related events that may result from the actions, omissions, or negligence of myself and others, including, but not limited to, SOFC's employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my children who participate in any SOFC activity (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at and SOFC event. On my behalf and my SOFC participating child's behalf, we hereby release, covenant not to sue, discharge, and hold harmless SOFC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of SOFC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at an SOFC related event.

I represent that I have adequate insurance to cover any injury or illness I or my child may suffer or cause while participating in any SOFC activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit on behalf of myself or my participating SOFC child, I agree to do so in Sarpy County, Nebraska and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if my child or I am exposed or infected by COVID-19 during my child's participation in any SOFC activity, then I or my child may be found by a court of law to have waived our rights to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I have read and understood this document and I agree to be bound by its terms on my behalf and on behalf of my child who is participating in SOFC activities.

If I have signed a separate general waiver of liability connected to my child's participation at SOFC activities, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

I agree that I will practice safe social distancing and clean hygiene during my participation at SOFC and will use reasonable efforts to have my child follow safe social distancing and clean hygiene.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____