

CATHOLIC HOMESCHOOL ASSOCIATION OF OMAHA, INC.

RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE

1. In consideration for receiving permission from Catholic Homeschool Association of Omaha, Inc. ("CHAO") to allow our children to participate in activities for CHAO, we, the _____ family,

hereby **release, waive, discharge, and covenant not to sue** CHAO, its officers, board members, agents, servants, or employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by us, or any of the property belonging to us, **whether caused by the negligence of the Releasees**, or otherwise, while participating in such activities, or while in, on, or upon the premises where the activities are being conducted, while in transit to or from said premises, or in any place or places connected with the activities.

2. We have taken reasonable medical precautions and warrant that every member of our family covered by this Release and Waiver of Liability and Covenant not to Sue (hereinafter, "Release, Waiver, and Covenant") can fully participate in the activities covered by this Release, Waiver, and Covenant, without restriction. We are fully aware of the risks involved and hazards connected with the activities, including but not limited to the risks as noted herein, and we hereby elect to voluntarily participate in said activities, to enter upon CHAO premises, and to engage in such activities with full knowledge that conditions may be hazardous, or may become hazardous to us and our property. **We voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death**, that may be sustained by us, or any loss or damage to property owned by us, as a result of being engaged in or participating in the activities, **whether caused by the negligence of releases** or otherwise.

3. We further hereby **agree to indemnify and hold harmless the Releasees** and each of them, from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to our participation in said activities, **whether caused by the negligence of releases or otherwise**.

4. We understand that CHAO does not maintain any insurance policy covering any circumstance arising from our participation in these events or any activities associated with or facilitating that participation, except for the following events held at St. Elizabeth

Ann Seton: the monthly Masses, monthly Fun Friday Workshops, and Graduation Mass & Reception. As such, we are aware that we should review our family's personal insurance portfolio. We also understand that we should and are urged by CHAO to obtain adequate health and accident insurance to cover any personal injury to our family which may be sustained during the activities or the transportation to and from said activities. We further understand that no insurance carried by CHAO currently or in the future alters the status of this Release, Waiver, and Covenant.

5. It is our express intent that this Release, Waiver, and **Covenant shall bind the members** of our family, if we are alive, and our heirs, assigns, and personal representative, if we are deceased, and shall be deemed as a **release, waiver, discharge, and covenant not to sue** the above-named Releasees. We hereby further agree that this Release, Waiver, and Covenant shall be construed in accordance with the laws of the State of Nebraska.

6. **We understand that the CHAO will not be responsible for any medical costs associated with an injury our family may sustain.**

7. **In signing this release, we acknowledge and represent that we have read this full Release and Waiver of Liability and Covenant Not to Sue**, we understand it, and we sign it voluntarily as our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; we are at least eighteen (18) years of age and fully competent; and we execute this release for full, adequate and complete consideration fully intending to be bound by same.

8. All references to the _____ family, or "us" herein, shall include the following children:

By signing this Release, Waiver, and Covenant, the signing parent(s) warrant that he or she is the legal custodial guardian of the above-listed children.

I agree to the terms of this Release and Waiver of Liability and Covenant not to Sue and I agree that this document shall be construed broadly to provide a release and waiver to the maximum extent permissible under Nebraska law. I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS.

Parent Signature Date

Parent Signature* Date

**the signature of only one parent is required*

Emergency Contact Information:	
Father	Mother
Home phone: _____	_____
Cell phone: _____	_____
Work phone: _____	_____
Home Address: _____	
City, State, Zip: _____	
Alternate Contact: _____	
Alternate Contact Phone: _____	
This information is to be accessible to CHAO board members <u>only</u> and shall not be made available to any other party unless an emergency requires it.	