



MEMEBER

VOLUNTEER

One-Time Office Fee \$5.00  
(THIS IS USED DURING EVENTS)

PO Box 350  
Kenesaw, NE 68956

Phone: 402-752-3222  
Fax: 402-752-3222  
kenesaw.org

**WAIVER AND RELEASE FROM LIABILITY**  
**FOR VILLAGE PUBLIC PROPERTY USAGE**

I, \_\_\_\_\_, OF THE \_\_\_\_\_, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **THE VILLAGE OF KENESAW, NEBRASKA**, and its agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any events or activities, conducted by, on the premises of 200 S. Potter Kenesaw Nebraska described as Kenesaw Saddle Club and/or Village of Kenesaw Arena, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. I have inspected the premises and believe them to be satisfactory for the purpose of this activity. I understand that the activities or function in which I participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity. By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Kenesaw Saddle Club and/or Village of Kenesaw Arena including but not limited to using the facility, and its equipment in any manner, for or fashion, and practicing and/or engaging in Kenesaw Saddle Club and/or Village of Kenesaw Arena activities or other related activities on and off the premises. This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Kenesaw Saddle Club and/or Village of Kenesaw Arena, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older, or Parent/Guardian of an individual younger than 18 years of age, and mentally competent to enter into this waiver.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date