

Liability Waiver – CS Pricetribе, LLC (d/b/a Omaha Campsite)

All guests of CS Pricetribе, LLC d/b/a Omaha Campsite ("Campground") will be required to be checked in and out upon arrival/departure, and agree to follow the campground's rules and regulations.

Acknowledgements of risks, release, indemnification agreement, and covenant not to sue. Each part of this document must be completed and signed before using Campground facilities.

Liability Waiver

Release of Liability Form

- **Notice:** This is a legally binding document. If not understood, legal advice should be sought. By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of the Campground facilities even if such claim is based upon actual negligence of Campground or its employees, directors, or workers.
- **1. Acknowledgement of Risks**
- The undersigned user ("User") hereby acknowledges and agrees that the use of the facility operated by Campground has inherent risks. User fully recognizes and appreciates the dangers inherent with Campground activities, including but not limited to horses, fishing, hiking and other Campground related activities that occur at or near the water or in nature. User is assuming the hazard of risk to User since User desires to use facilities at Campground. User realizes that User is subject to injury from these activities and that no form of preplanning can remove all of the danger to which User is being exposed. User further represents and warrants to Campground that User has full knowledge of the nature and extent of all risks associated with activities at Campground and the use of equipment, including but not limited to: risk of physical injury, disability, or death and risk of loss of use or damage to my personal property. Risks include but are not limited to weather related hazards, animal or insect attack (including injury from horses on the property), allergy or injury or death from plant life, swift water hazards, drowning, the possibility of slips and falls, pinches, scrapes, crushing or jolts that could result in lacerations, fractures, burns, or even more severely debilitating or life-threatening hazards. I understand that injury or loss may result from unknown or unexpected risks, but may also result from environmental conditions, from the acts or omissions of others, or from the unavailability of immediate and/or adequate emergency medical care, the use of equipment, materials owned by, or facilities acquired by the Campground, injuries resulting from the actions, omissions or negligence of Campground or others; blatant or apparent defects or conditions in equipment or property supplied by Campground; injuries resulting from the physical condition or actions, omissions, negligence in any degree of User; all manner of injuries resulting from falling off of bikes; injuries resulting from contact with other users of Campground facilities and activities; injuries resulting from contact with Campground Facilities whether permanently or temporarily in place; first aid, emergency treatment or other services rendered by Campground or others; and there is also the possibility that my engaging in such activities could cause injury or harm to a person other than myself.
- I understand that the Campground does not guarantee my personal health or safety at any point during my use of Campground Facilities, nor does it protect me against risk of loss of my personal property
- **2. Releases, Indemnification and Covenant Not to Sue**

User voluntarily releases and forever discharges and covenants not to sue Campground, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User's attendance at Campground or participation in any Campground activity, including, but not limited to any and all negligence, of Campground, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to User or User's

property. User further agrees, promises and covenants to hold harmless and to indemnify Campground, its agents, workers, directors and employees, and all other persons or entities against all damage which user may negligently or intentionally cause to spectators or other third parties in the course of User's participation in any Campground activity. User further agrees, promises and covenants not to use, assert or otherwise maintain any claim against Campground, its agents, workers, directors and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to User or User's property, arising from or connected to User's participation in any activity or from any claims asserted against User by spectators or other third parties. In signing this document, User fully recognizes that if anyone is hurt or dies, or property is damaged while User is in Campground facilities, User will have no rights to make any claim or file a lawsuit against Campground, its agents or employees even if Campground, its agents or employees, or any of them negligently caused the bodily injury or property damage.

- **3. Acknowledgment of Effect of This Release Agreement**

User Understands and acknowledges that by signing this document User has given up certain legal rights and/or possible claims which User might otherwise assert or maintain against Campground, its agents, workers, directors or employees, and other persons or entities, including but not limited to rights arising from or claims for the acts or omissions, fault or negligence of Campground, its agents or employees or any other persons or entities. User understands and acknowledges that by initialing and/or signing this document, User has assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by third parties against User as a result of User's use of the Campground.

- **4. Consideration**

User understands that this constitutes the entire agreement between undersigned ("User") and Campground, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Campground, its agents, workers, directors or employees or by User. User's and Parents/Guardians signatures below indicate that they have read this entire document in full, understands it completely, and agrees to be bound by its terms. This Waiver and Release is a Nebraska contract and User consents to the jurisdiction and venue for any action relating to this Waiver and Release in Ashland, Nebraska regardless of User's residence or domicile.

- **6. Acknowledgement of Responsibility**

- In the event I am injured or my property is damaged as a result of my use of the Campground, I will not seek reimbursement from the Campground.
- In the event that while using the Campground, I cause harm to another person or another person's property I accept sole responsibility for my actions and indemnify the Campground and hold it and its officers, directors, employees, contractors and assigns harmless therefrom.
- I agree not to ride or attempt to ride any horse on the property at the Campground

I have read and agree to the terms here in this Liability Waiver.

Signed

Dated