



INDIVIDUAL WAIVER AND RELEASE OF LIABILITY

THIS DOCUMENT IS IMPORTANT, SHOULD BE READ IN ITS ENTIRETY AND SIGNED.

In consideration of being allowed to participate in any way in the NEBRASKA DIAMONDFEST FASTPITCH SOFTBALL TOURNAMENT, the undersigned:

1. Agrees that prior to participating, he/she will inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, will refuse to participate.
2. Acknowledges and fully understands that he/she will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from his/her own actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used.
3. Assumes all the foregoing risks and accepts personal responsibility for the damages following such an injury, permanent disability or death.
4. Releases, waives, discharges and covenants not to sue the NEBRASKA SPORTS COUNCIL, NEBRASKA DIAMONDFEST affiliated clubs, respective administrators, directors, agents, coaches and other employees of the organizations, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from the demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. Understands the following refund policy: There will be NO refunds of entry fees because of inclement weather or other acts of nature. The only exceptions to the no-refund policy are: Entries received after the entry deadline; Entries of non-qualified entrants; Entries of those prohibited from participating due to errors made by the Nebraska Sports Council, Nebraska DiamondFest; Special circumstances as determined on an individual basis by the Board of Directors and requiring board action. NO REFUNDS WILL BE PERMITTED SIMPLY BECAUSE AN ATHLETE FAILS TO PARTICIPATE.
6. Agrees to allow the NEBRASKA SPORTS COUNCIL, NEBRASKA DIAMONDFEST to photograph him/her during the 2023 NEBRASKA DIAMONDFEST FASTPITCH SOFTBALL TOURNAMENT and to display his/her image in NEBRASKA SPORTS COUNCIL and/or NEBRASKA DIAMONDFEST promotions, including social media sites such as Facebook, Twitter, YouTube, Instagram, etc.
7. Pledges to adhere to the NEBRASKA SPORTS COUNCIL, NEBRASKA DIAMONDFEST standards of sportsmanship and respect opponents, coaches, officials and spectators at all times by not engaging in verbal or physical altercations at any time before, during or after competition.
8. Acknowledges that he/she is aware of the Concussion Awareness Law (LB 260) and understands that information is available at www.cdc.gov.
9. I have read and agree to adhere to the [Nebraska Sports Council Code of Conduct and Sportsmanship Statement](#).
10. I agree that I qualify to participate in the NEBRASKA DIAMONDFEST FASTPITCH SOFTBALL TOURNAMENT according to the eligibility rules listed at NebraskaNetFest.com.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY. THIS FORM WAIVES LIABILITY FOR NEGLIGENCE. THIS AGREEMENT CANNOT BE MODIFIED ORALLY.

NAME (PLEASE PRINT)

SPORT

SIGNATURE (PARENT OR GUARDIAN MUST SIGN IF ENTRANT IS 18 OR YOUNGER)

DATE

Send completed form to:

[MAIL] Nebraska Sports Council, P.O. Box 29366, Lincoln, NE 68529

[EMAIL] info@nebraskasportscouncil.com