<u>Trek Up The Tower 2026 Participant Release Waiver</u>

To be eligible to participate in or volunteer at the 2026 Trek Up The Tower event, all must print and sign this release form and turn it in during check-in on the day of the event. Any participants or volunteers under the age of 19, must have a parent or guarding sign the release for them.

I know that running or walking a vertical race (which is a stair-climbing race) is a potentially hazardous activity that could cause injury or death. I should not enter and run or walk unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, am in good health, and am properly trained.

I hereby grant the medical director(s) of the Event, and their agents, affiliates, and designees, access to all medical records (and physicians) as needed and authorize medical treatment as needed. The Event medical director(s) have the right to recommend and initiate my treatment. I hereby assume Liability for any and all medical expenses incurred as a result of training for or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I assume all risks associated with running or walking in this event, including but not limited to falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic, and the conditions within and around First National Bank of Omaha and all such risks being known and appreciated by me.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release The Wellbeing Partners, First National Bank of Omaha, and the Trek Up the Tower Leadership committee and their respective organizations, and all sponsors their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I understand that this Waiver and Release may be stored electronically and agree that a copy is authentic and admissible as evidence in any future dispute or proceedings. If I do not follow all the rules of this Event, I understand that I may be removed from the Event. I grant permission to all of the foregoing to use my photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose. Participants must be 16 years of age or older.

For participants of minority age (18 and under at the time of registration) I, the minor's parent and/or legal guardian know that running or walking a vertical race (which is a stair climbing race) is a potentially hazardous activity that could cause injury or death. I understand the nature of the activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in the activities.

I agree to abide by any decision of a race official relative to any aspect of the minor's participation in this event, including the right of any official to deny or suspend their participation for any reason whatsoever. I assume all risks associated with running or walking in this event, including but not limited to falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic, and the conditions within and around First National Bank of Omaha and all such risks being known and appreciated by me.

I hereby grant the medical director(s) of the Event, and their agents, affiliates, and designees, access to all medical records (and physicians) as needed and authorize medical treatment as needed for the Minor. The Event medical director(s) have the right to recommend and initiate the Minor's treatment. I hereby assume Liability for any and all of the Minor's medical expenses incurred as a result of training for or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasee's from all liability, claims, demands, losses, or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

I hereby warrant that I (or the parent or/ legal guardian, if I am 18 or under) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement.

Having read this waiver and knowing these facts and in consideration of you accepting the Minor's entry, I, the Minor, and anyone authorized to act on the Minor's behalf, waive and release The Wellbeing Partners, First National Bank of Omaha, and the Trek Up the Tower Leadership committee and their respective organizations, and all sponsors their representatives and successors from all claims or liabilities of any kind arising out of the Minor's participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

Print Name:	Signature:	
If participant or volunteer is under 19	years of age, print relationship to them:	
Date:		

