

**DIY GARAGE
LIABILITY RELEASE AND WAIVER FORM**

Participant Name _____ Daytime Phone Number (____) _____
Address _____ Evening Phone Number (____) _____
City, State, Zip _____ Email _____

In consideration of Loftus Enterprises, LLC, a Nebraska limited liability company d/b/a DIY Garage (“DIY Garage”), allowing me to (a) utilize the garage located at DIY Garage’s current garage facility located at 2211 Harvell Plaza, Bellevue, Nebraska 68005, or at any of its other current or future garage locations, including without limitation, the machinery, equipment and tools located therein (collectively, the “Garage Facilities”), and (b) perform or participate in the performance of automotive repair and related activities that are provided, offered or made available by DIY Garage (“Garage Activities”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby represent, warranty, acknowledge, covenant and agree that:

1. My use of the Garage Facilities and participation in the Garage Activities entail known and unanticipated risks which may include but are not limited to PHYSICAL OR EMOTIONAL INJURY, cuts, bruises, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, or third parties, and that such risks of injuries cannot be eliminated due to the nature of such usage and activities. I expressly agree and promise to ACCEPT AND ASSUME ALL RISKS existing in or arising out of my use of the Garage Facilities or participation in the Garage Activities, and my use of the Garage Facilities or participation in the Garage Activities is purely voluntary and I elect to participate despite these risks.
2. On behalf of myself and my beneficiaries, heirs, assigns, personal representatives, estate, and insurers, and, to the extent applicable, my spouse, children, and parents, I hereby release, waive, and hold harmless DIY Garage and its members, managers, officers, representatives, agents, landlord and employees and each of its and their respective successors, assigns, heirs and beneficiaries (collectively, the “Released Parties”) from any and all claims, judgments, losses, liabilities, costs and expenses (including, without limitations, attorney’s fees and costs) (collectively, “Losses”) arising out of, related to or connected with my use of the Garage Facilities or participation in the Garage Activities, including without limitation any Losses for or in connection with any property damage, personal injury, illness or death that I may cause, incur or sustain while utilizing the Garage Facilities or participating in the Garage Activities except to the extent caused by the gross negligence or willful misconduct of DIY Garage.
3. I covenant not to sue and agree to indemnify, defend and hold harmless, the Released Parties from and against any and all Losses arising out of or related to any claims, demands or actions that may subsequently be brought by me or by any third party on account of damages of any character resulting to me in any way from the Garage Facilities or the Garage Activities, and further agree to reimburse and to make good to the Released Parties any loss, or costs the Released Parties may have to pay as a result of any such action, claim, or demand, except to the extent caused by the gross negligence or willful misconduct of DIY Garage.

If any provision of this Liability Release and Waiver Form is determined by any court to be invalid, then such invalidity shall not affect any other provision of this Liability Release and Waiver Form to which effect reasonably can be given without such invalid provision; and for such purpose the provisions of this Liability Release and Waiver Form shall be severable from one another.

I am aware that this Liability Release and Waiver Form releases the Released Parties from liability and contains an acknowledgement of my voluntary and knowing assumption of all risks involved with utilizing the Garage Facilities and participating in the Garage Activities, including the risk of injury or illness. I have signed this document voluntarily and of my own free will.

Signature of Participant: x _____ **Date:** _____

**PARENT OR LEGAL GUARDIAN CONSENT AND ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 19)**

I certify that I am the parent or legal guardian of the participant identified above, and I hereby grant the permission necessary to allow said participant to utilize the Garage Facilities and participate in the Garage Activities. I, in my own behalf and on behalf of said participant, am aware that this Liability Release and Waiver Form provides for the release and indemnification of the Released Parties from liability and contains an acknowledgement of the voluntary and knowing assumption of risk of injury, illness, death and property damage, and I hereby jointly and severally agree to be bound by all representations, acknowledgements, releases, waivers and indemnifications obligations set forth in this Liability Release and Waiver Form. I, in my own behalf and on behalf of said participant, have signed this document voluntarily and of my own free will.

Parent or Legal Guardian: _____ Printed Name: _____ Date: _____
Address: _____ Telephone Number: _____