

NUCOR
NORFOLK PUBLIC SCHOOLS
DEVELOPING YOUTH TALENT INITIATIVE
MINOR WAIVER AND RELEASE – PARENT/GUARDIAN CONSENT

I _____, the undersigned, and lawful parent/guardian (the “Parent/Guardian”) of _____, (the “Minor”), desire for the Minor to engage in certain vocational and training activities in connection with the Norfolk Public Schools Developing Youth Talent Initiative, including use of drafting and manufacturing equipment, to be installed in a designated room at one or more schools within the School District (collectively, the “Activities”), sponsored or organized by Nucor Corporation, by and through its Vulcraft Nebraska Division (“Nucor”). In consideration of Nucor sponsoring or organizing the Activities, the undersigned Parent/Guardian expressly agrees, on behalf of him/herself, the Minor and each of the Parent/Guardian and Minor’s personal representatives and heirs, to the following:

1. The Minor, with the lawful consent of the Parent/Guardian, chooses to participate in the Activities voluntarily and voluntarily assumes all risks associated therewith. The Minor, with the lawful consent of the Parent/Guardian, recognizes that there are risks and dangers associated with the Minor’s participation in the Activities. The Minor, with the lawful consent of the Parent/Guardian, voluntarily assumes full responsibility for any injuries, damages, losses or expenses the Minor may cause or sustain as a result of the Minor’s participation in the Activities, including but not limited to property damage, bodily injury, sickness, disability or death, and related attorneys’ fees (collectively “Claims and Damages”).

2. **THE PARENT/GUARDIAN AND THE MINOR HEREBY VOLUNTARILY RELEASE NUCOR, ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”) FROM, AND WILL NOT MAKE, AND HEREBY WAIVE, ANY CLAIM AGAINST THE RELEASED PARTIES FOR ANY CLAIMS AND DAMAGES IN ANY WAY RELATED TO PARTICIPATION IN THE ACTIVITIES, EVEN IF SUCH CLAIMS AND DAMAGES MAY BE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY.**

3. **THE PARENT/GUARDIAN AND THE MINOR FURTHER UNDERSTAND AND AGREE THAT THE PARENT/GUARDIAN AND THE MINOR WILL DEFEND (BUT ONLY IF SO ELECTED BY NUCOR IN ITS SOLE DISCRETION), INDEMNIFY AND OTHERWISE HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY CLAIMS AND DAMAGES (INCLUDING REASONABLE ATTORNEYS’ FEES) SUSTAINED BY THE RELEASED PARTIES OR A THIRD PARTY ARISING OUT OF OR IN ANY MANNER RELATED TO PARTICIPATION IN THE ACTIVITIES NOTWITHSTANDING THAT SUCH INJURY, DAMAGE, LOSS OR EXPENSE MAY BE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY.**

4. The provisions of this waiver, release, and consent shall apply to the greatest extent allowable under Nebraska law. In case any one or more of the provisions in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, and this agreement shall be so construed.

THE PARENT/GUARDIAN HEREBY ACKNOWLEDGES AND AGREES, ON BEHALF OF HIM/HERSELF AND THE MINOR, THAT THE PARENT/GUARDIAN AND THE MINOR FULLY AGREE TO THE TERMS OF THIS WAIVER, RELEASE, AND CONSENT. THE PARENT/GUARDIAN UNDERSTAND THAT BY SIGNING THIS DOCUMENT, THE PARENT/GUARDIAN AND THE MINOR HAVE GIVEN UP FUTURE LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE THE RELEASED PARTIES FOR ALL CLAIMS AND DAMAGES. THE PARENT/GUARDIAN AND THE MINOR HEREBY ACKNOWLEDGE AND AGREE THAT THE PARENT/GUARDIAN HAS SIGNED THIS WAIVER, RELEASE, AND CONSENT FREELY AND VOLUNTARILY AND THAT THE BELOW SIGNATURE IS PROOF OF THE PARENT/GUARDIAN’S INTENTION TO EXECUTE THIS DOCUMENT ON BEHALF OF HIM/HERSELF AND THE MINOR, AND RELEASE OF ALL LIABILITY RELATED TO THE MINOR’S PARTICIPATION IN THE ACTIVITIES. THE PARENT/GUARDIAN FURTHER REPRESENTS THAT HE/SHE IS AT LEAST 18 YEARS OF AGE AND MENTALLY COMPETENT TO EXECUTE THIS WAIVER AND RELEASE.

Signed this the ____ day of _____, 2020.

(Parent/Guardian Signature)

(Print Minor Name)

(Print Parent/Guardian Name)