

## **RELEASE**

This Assignment and Release (this "Agreement") made and entered into effective as of this 29th day of March, 2019, is by and between First National Bank of Omaha ("FNBO") and the participant who agreed hereto via their registration for the Event ("Participant").

WHEREAS, Participant wishes to participate in the FNBO Reverse Pitch Event ("Event"); and

WHEREAS, Participant may need to utilize, and FNBO agrees to allow Participant, the use of the space owned by First National Bank of Omaha at 14010 FNB Parkway, Omaha, NE 68154 (the "Space") on March 29, 2019 for the Prototype Event.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In consideration of Participant's use of the Space, Participant fully and completely releases and will not sue, directly or indirectly, FNBO or its parent, subsidiaries or affiliates or their respective officers, directors, shareholders, employees, agents, predecessors, successors and assigns (collectively the "Released Parties") from and concerning any and all legal, equitable or other claims, liabilities, causes of action, agreements, damages, expenses and demands of any kind whatsoever, whether known or unknown, contingent or non-contingent arising in any way relating to the Space or Participant's use of the Space, that Participant may now or in the future have against the Released Parties. This Agreement is intended and may be construed as a full and complete release.

2. THE SPACE IS BEING PROVIDED ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY FNBO.

3. Participant shall be liable for any and all damages involving the Space. Participant agrees to indemnify and hold harmless FNBO and its directors, officers, employees, and representatives from and against any and all claims, demands, liability, loss, cost, damage, penalty or expense, including attorneys' fees and costs of settlement, resulting from or arising out of Participant's use of the Space.

4. The parties have had the opportunity to review this Agreement before signing it. The parties have carefully read and fully understand all of the provisions of this Agreement and the parties are voluntarily entering into this Agreement.