

*****PLEASE MAKE A COPY FOR EVERY PARTICIPANT, HAVE IT SIGNED, AND BRING _____******

**OKLAHOMA CITY UNIVERSITY
Sibs Day
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

In consideration of my child, _____ ("Child"), being permitted by Oklahoma City University ("UNIVERSITY") to participate in Sibs & Kids Day ("Activity") to be held in and around Oklahoma City University Main Campus, on Saturday, September 28, 2019 from 10 am to 9 pm, **the undersigned hereby acknowledges and agrees to the following on behalf of myself and my Child:**

RULES AND REQUIREMENTS: It is important to follow the directions of the program leader(s) at all times. I agree to conduct myself and ensure my Child conducts themselves in accordance with the UNIVERSITY policies and procedures. I further agree to abide by all the rules and requirements of the Activity and will ensure my Child will do the same. I acknowledge that the UNIVERSITY has the right to terminate my and my Child's participation in the Activity if it is determined that my or my Child's conduct is detrimental to the best interests of the group, my or my Child's conduct violates any rule of the Activity, or for any other reason in the UNIVERSITY's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity. I understand that the risk of serious injury to myself or my Child from the Activity although small, does exist, which includes, but are not limited to: travel to and from Activity site via private vehicle, common carrier, and/or UNIVERSITY owned vehicle, conditions of facilities, injuries due to condition of equipment, weather conditions, facility conditions, wildlife, negligent first aid operations and there may be other risks not known to me or not reasonably foreseeable to me at this time. In addition, I understand that as a participant in the Activity, I and/or my Child will engage in physical activities during which I and/or my Child could sustain serious personal injuries, illness, property damage, or even death. I further understand that as a participant in the Activity, I or my Child could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the UNIVERSITY's actions or inactions, but also the actions, inactions, negligence or fault of others, and that there may be other risks not known to me or my Child or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I or my child may sustain by any means is my sole responsibility, except for those occurrences due to the UNIVERSITY's gross negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, as the parent and/or legal guardian, do hereby for myself, my spouse, my Child, and on behalf of my/our personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the UNIVERSITY, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I or my Child may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I or my Child may sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my and my Child's participation in the Activity, some of which may be dangerous and which may expose me and/or my Child to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from Activity site via private vehicle, common carrier, and/or UNIVERSITY owned vehicle, injuries due to condition of equipment, weather conditions, facility conditions, wildlife, negligent first aid operations of Releasees, and other risks that are unknown at this time. In addition, I understand that as a participant in the Activity, I and my Child will engage in physical activities during which I and/or my Child could sustain serious personal injuries, illness, property damage, or even death. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS IF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my and my Child's participation in the Activity.

INDEMNITY: I, as the parent and/or legal guardian, do hereby for myself, my spouse, my Child, and on behalf of my/our personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I or my Child may suffer as a result of my or my Child's participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL TREATMENT FINANCIAL RESPONSIBILITY. The UNIVERSITY does not provide health insurance for participants in the Activity. I acknowledge that I am responsible for the cost of any and all medical and health services for myself and/or my Child as a result of participating in the Activity.

CERTIFICATION OF FITNESS TO PARTICIPATE: I understand that my Child and I must be healthy and reasonably fit in order to safely participate in the Activity. My Child or I will inform the program leader(s) of any medication, ailment, condition, or injury that may affect my or my Child's ability to participate in the Activity safely. I attest that my Child and I are physically and mentally fit to participate in the Activity and that I or my Child does not have any medical record of history that could be aggravated by my participation in this particular Activity.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I (initial one) do ___do not___ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the UNIVERSITY personnel deem necessary for me or my Child's safety and protection. I agree to the release of any record necessary for treatment, referral, billing or insurance purposes. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that I am financially responsible to the attending physicians or health care unit.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Oklahoma.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of my Child or am the legal guardian of the Child by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with my Child in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date