



### **OKC PAL Activities Waiver – 2022-2023 School Year**

I am aware and understand that the Activities may be inherently dangerous and may expose my child to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily allowing my child to participate in the Activities and have considered those risks. I, for myself and on behalf of my child, hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that my child may incur as a result of said child's participation in the Activities or use of any equipment associated with said Activities. I recognize my responsibility to ensure that said child participates only in those activities for which he/she has the required skills, qualifications, training and physical conditioning.

I hereby give consent and authority to the Organization to obtain medical treatment for my child if said child is injured or requires medical attention during said child's participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I, for myself and on behalf of my child, hereby release, forever discharge, and hold harmless the Organization and its directors, employees, agents, and volunteers from any claim whatsoever in connection with such treatment or other medical services.

I, for myself and on behalf of my child, hereby fully and forever release and discharge the Organization, and its directors, employees, agents, and volunteers (the "Released Parties") from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity that may arise from my child's participation in the Activities. I covenant not to make or bring any such claim or demand for myself or on behalf of my child, against the Released Parties and fully and forever release and discharge the Released Parties from liability under such claims or demands. I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I OR MY CHILD MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I hereby agree to indemnify, defend, and hold harmless the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that they may incur or sustain as a result of my child's negligence, recklessness, or willful misconduct in connection with said child's participation in the Activities, arising out of any third-party claim.

I understand that the Organization does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance of any nature in the event of my child's injury, illness, death, or damage to or loss of my or my child's property. I also understand that the Organization does not provide workers' compensation insurance for volunteers or participants. I expressly waive, for myself and on behalf of my child, any claim for compensation or liability on the part of the Organization in the event of any injury or medical expense.

I authorize the Organization to transport my minor child in a company Bus or Van, driven by an individual authorized by the Organization. I understand my child is expected to follow all applicable laws regarding riding in a motor vehicle and is expected to follow the directions provided by the driver and/or staff or volunteer. I understand participation in the identified event is not a requirement for participation in the program. I have read, understand, and discussed with my child: (1) My child will travel in a motor vehicle driven by an adult and my child is to wear their safety belt during travel; (2) My child is expected to listen to supervising staff/driver, respect staff and other children, the vehicles they ride in, and the people they travel with during the trip; (3) Riding in a motor vehicle may result in personal injuries or death from wrecks, collisions or acts by riders, other drivers, or objects; and, (4) My child is to remain in their seat and not be disruptive to the driver of the vehicle. I recognize participation in this activity, as with any activity involving motor vehicle transportation, my child may risk personal injury or permanent loss. I hereby attest and verify I have been advised of the potential risks, and I have full knowledge of the risks involved in this activity, and I assume any expenses incurred in the event of an accident, illness, or other incapacity, regardless of whether I have authorized such expenses. As a condition for the transportation received, I, for myself, my child, my executors and assigns, further agree to release and forever discharge the Released Parties from any claim that I might have myself or that I could bring

on my child’s behalf with regard to any damages, demands or actions whatsoever, including those based on negligence, in any manner arising out of this transportation.

I understand and agree that during the Activities, my child may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization’s use of my child’s name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission

I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law, provision, or rule (whether of the State of Oklahoma or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Oklahoma County and I hereby consent to the exclusive jurisdiction of such courts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Thank you! Good Luck this season.

\_\_\_\_\_  
Print Child’s First/Last Name

\_\_\_\_\_  
Grade

\_\_\_\_\_  
Student #