



Release of Liability, Assumption of Risk, and Indemnification Agreement

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in boating organized by the Scissortail Park Foundation ("Foundation"). I understand that boating is inherently dangerous and that I may be exposed to hazards that could include things like slipping, falling, drowning, equipment failures, exposure to water-borne pathogens, bacteria, and amoebae, or the negligence of others. As a consequence of these risks, I may be seriously hurt or disabled. In consideration of the opportunity to participate, I agree to the terms of this agreement.
2. **ASSUMPTION OF THE RISKS:** I freely assume these risks, as well as other risks not listed that are a part of this activity, and any harm, injury, or loss that may occur to me as a result of my participation in the activity – including any loss caused by the negligence of the Foundation, its employees or agents, or any other participants in the activity. I also understand that any equipment I may borrow or rent from the Foundation I use at my own risk and that any equipment is provided without any warranty about its condition or suitability.
3. **AGREEMENT:** I agree to follow the rules and directions. I agree to examine and inspect the activity, and, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the person in charge of the activity and will not take part in the activity until the condition has been corrected to my satisfaction.
4. **USE OF MY LIKENESS:** I hereby grant to the Foundation and its agents (including without limitation employees, contractors, successors, and assigns), the irrevocable right and license to use my likeness as photographed and/or videotaped during participation in any activity and to use or authorize the use of such images or any portion thereof in any manner or media at any time, and to use my name and likeness, without compensation to me.
5. **RELEASE AND INDEMNITY:** I hereby DISCHARGE AND RELEASE the Foundation, the City of Oklahoma City, the Oklahoma City Economic Development Trust, their directors, officers, volunteers, employees, and agents, and other participating organizations, sponsors, and advertisers of the activity ("Released Parties") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence or intentional wrongdoing of the Released Parties or others; and I further agree that I WILL HOLD HARMLESS, INDEMNIFY, AND DEFEND each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost as the result of any such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any oral representation, inducement, or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant(s) and Date(s) of Birth

Signature of Participant

Date: _____

If participant is a minor under the age of 16 ("Child"), signature of parent or responsible adult is required below:

In consideration of the Child being permitted to participate in the activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the Child and to make decisions for the Child regarding this activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND the Released Parties from all liabilities and claims that arise in any way from any injury, loss, or harm that occurs to the Child during the activity or in any way related to the activity, including any claim of the minor and any claim from the negligence of the Released Parties.

Print Name of Parent/Responsible Adult

Relationship: _____

Signature of Parent/Responsible Adult

Date: _____