

Oklahoma City University Travel Waiver and Release Agreement

Introduction:

Oklahoma City University allows employees and students to participate in activities that may involve or require travel outside of Oklahoma County, or overnight travel, (together “Activity”). Certain risks are inherent to personal health, safety and/or property when traveling. Individuals who wish to participate in travel outside of Oklahoma County or overnight travel must execute this waiver of liability pertaining to those risks.

PROMOTIONAL RIGHTS: As a condition of my participation, I hereby grant Oklahoma City University the right to use, for promotional purposes only, any photographs of me taken by Oklahoma City University, its employees or agents, during my participation in the Activity. I further understand and agree that Oklahoma City University may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Activity.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Oklahoma City University’s policies and procedures, including all requirements in the student handbook. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that Oklahoma City University has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or at Oklahoma City University’s discretion. I understand that in the event my participation in the Program is terminated, I will be solely responsible for the cost of return travel.

INFORMED CONSENT: I have been informed and I understand that the Activity in which I am participating involves travel outside of Oklahoma and/or overnight travel. I am aware that travel, including overnight travel and accommodations, involves certain risks, including serious personal injuries, illness, assault, property damage and theft, or even death as a consequence. These injuries may be the result of my own actions or inactions or those of others, conditions of transportation or accommodations, weather conditions, negligent first aid operations and procedures, unavailability of emergency medical care, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS SOLELY ARISE FROM THE RELEASEES' (AS DEFINED HEREIN) NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Activity.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Oklahoma City University, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at Oklahoma City University's direction (collectively 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, damage or death that I 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 SOLELY BY THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, INCLUDING OVERNIGHT STAY, TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY LOCATION 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 sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Oklahoma City University expressly disclaims liability for actions of third parties, which includes but is not limited to Participants, agents or volunteers who are not acting under the direction and control of Oklahoma City University. I, hereby release 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, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless 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, damage or death that I may suffer as a result of my 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 SOLELY CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Activity, **I AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Activity except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity [nor while traveling for 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 Oklahoma City University personnel deem necessary for my safety and protection. 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 in the event that I experience any condition requiring emergency medical treatment, Oklahoma City University may direct that I be transported to the hospital for such care.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of the Oklahoma City University. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Oklahoma City University for my participation in the Activity.

MULTIPLE OCCURRENCES: If this Activity involves multiple occurrences, those multiple occurrences are outlined in Attachment A. This waiver shall be applicable to any and all such occurrences.

CHANGE OF VENUE: Oklahoma City University reserves the right to change the venue to a similar venue and/or to change the dates of the Activity if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

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 hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.**

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: _____

(Signature)

(Printed Name - Oklahoma City University Official)
