

# ACTIVITY WAIVER

## RELEASE OF LIABILITY AND AUTHORIZATION FOR USE OF LIKENESS

Event: \_\_\_\_\_

Event Date: \_\_\_\_\_

In consideration of me and/or my child or ward being permitted to participate in one or more of the events listed above ("Event"), and on behalf of myself and my child, I hereby acknowledge, understand and agree that:

1. Participation in the Event carries a significant risk of injury including, but not limited to, the potential for permanent paralysis, other injuries to persons, death, disfigurement or permanent disability, or property damage or loss. These risks may occur due to various circumstances including, but not limited to, the actions of another person or entity, forces of nature, equipment failure, projectile objects, or other causes that may not be known to me.
2. I am voluntarily participating in the Event, and if my child or ward is participating, I am voluntarily allowing that child or ward to participate in the Event and I, on behalf of myself and of my child and/or my ward, all our heirs, successors and assigns, do assume all risks arising from the Event, whether known or unknown to me.
3. I agree that both I and my child or ward are of a suitable physical condition to participate in the Event, have sufficiently prepared or trained for participation in the Event, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude either me or my child or ward from participating in the Event. We are aware of our limitations and agree not to exceed them.
4. If I or my child/ward is in need of medical care and I am unable to consent, I hereby consent to receive emergency medical treatment, as determined appropriate by the Choctaw Nation of Oklahoma. I understand that I will be responsible for payment of all medical expenses to the appropriate provider. I understand and agree that medical or other services rendered is not an admission of liability or an obligation for continued services.
5. On behalf of myself and my child and/or ward, and all of our heirs, successors and assigns, do agree to FOREVER WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS and AGREE NOT TO SUE OR MAKE ANY CLAIM against the Choctaw Nation of Oklahoma and its elected officials, officers, employees, agents, representatives, volunteers, and contractors ("Releasees") from any and all liability including, but not limited to, liability arising from (i) any and all injuries to me or my child or ward that may occur incident to any Event and/or any other activity being conducted at the Event location INCLUDING, BUT NOT LIMITED TO, DEATH, DISFIGUREMENT, AND TEMPORARY OR PERMANENT DISABILITY, (ii) any injury, damage or loss arising from or related to the medical treatment authorized in paragraph 4 above, and (iii) any damage or loss of my personal property. THIS RELEASE APPLIES EVEN IF THE INJURY OR LOSS IS CAUSED PARTLY OR ENTIRELY BY THE RELEASEES.
6. I also agree that the Choctaw Nation of Oklahoma may photograph or capture video of me and/or my child or ward. The Choctaw Nation of Oklahoma may use the images or video footage captured for any purpose, commercial or non-commercial, and in any form desired by Choctaw, in perpetuity and without the obligation to make any payment whatsoever. On behalf of myself and my child or ward and our heirs, successor and assigns, I forever waive all claims based on the Choctaw Nation of Oklahoma's use of the images, footage, or other likeness. I also agree that the Choctaw Nation of Oklahoma may contact me to obtain follow-up feedback after conclusion of the Event.
7. I have read this agreement and I understand that, by signing it, I will give up certain legal rights. I guarantee that I am over the age of 18 and have the legal authority and capacity to consent to the terms of this agreement on behalf of myself and the child/ward. I am signing this agreement freely and voluntarily.

Child's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Parent/Guardian Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_



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