

OKLAHOMA SENIOR GAMES WAIVER OF LIABILITY

The Oklahoma Senior Games Board of Directors strongly recommends that each participant consult his or her doctor with regard to practice, preparation and competition in this program.

STATEMENT OF PHYSICAL CAPABILITY and ADHERENCE TO FAIR PLAY

I warrant and represent to the sponsor that:

1. I have prepared for the event(s) which I have entered by practicing the same prior to my participation in the Oklahoma Senior Games.
2. I am in good physical health and condition and am physically able to compete in the events I have selected.
3. I know of no physical restriction whatsoever which would prohibit my participation in the events that I have selected. I have been advised by the sponsors that it would be in my best interest to consult my physician prior to my preparation in regard to my participation in the Oklahoma Senior Games.
4. I recognize and understand that the preparation and the competition may necessitate strenuous physical activity and could activate any unrecognized pre-existing disorder which I may have, thereby resulting in serious or life-threatening harm to me.
5. **I recognize that I am bound to the virtues of fairness, integrity, responsibility and respect as I participate in the Oklahoma Senior Games. I will follow the established rules and guidelines of my respective sport(s).**

PERSONAL INJURY RELEASE

As a condition of being permitted to participate in the Oklahoma Senior Games, I, the undersigned participant agree that: I recognize that participation in the Oklahoma Senior Games is purely voluntary and necessarily involves risks of injuries and damages including but not limited to injuries, damages or losses relating to or resulting from slips, falls, collision, car accidents, trauma, health failure, and/or other mishaps. Possible injuries to me can include death, personal injury, property damage, loss of service and other injuries and damages.

I assume full responsibility for any injuries, damages or losses which may occur to me and agree that the Oklahoma Senior Games Board of Directors and its sponsors, its agents, employees, representatives, volunteers and assigns and all other persons, firms, and other entities participating or providing services or facilities in or for the benefit of Oklahoma Senior Games and/or its participants, shall not be individually or severally liable for any claims, causes of action, judgements, costs, expenses, or damages arising from any personal injuries that I may sustain in connection with my preparation for and/or participation in the Oklahoma Senior Games whether or not the injuries, damages or losses occur on/about the premises of the Oklahoma Senior Games, owned or not owned, in the conduct of the Oklahoma Senior Games.

I hereby fully and forever release and discharge and hereby agree to indemnify and hold harmless the Oklahoma Senior Games Board of Directors and its sponsors, its agents, employees, representatives, volunteers and assigns and all other persons, firms, and other entities participating or providing services or facilities in or for the benefit of Oklahoma Senior Games and/or its participants from any and all present and future claims, demands, rights of action, or causes of action including, but not limited to, reasonable attorney's fees and costs collectively ("Claims") arising out of, resulting from, or connected in any way with my preparation for and/or participation in the Oklahoma Senior Games, whether known or unknown, anticipated or unanticipated, and specifically including, but not limited to, any claims arising out of or resulting from the negligence or fault of the Oklahoma Senior Games Board of Directors.

I understand the above statement includes illness resulting from the contraction of the novel coronavirus (COVID-19) and acknowledge the Oklahoma Senior Games has taken every preparation and precaution to prepare for athlete safety in this regard at all events.

Notwithstanding any language herein to the contrary, this release and discharge shall in no way affect any claims which I cannot legally waive, such as grossly negligent acts, intentional acts occurring to the future, and acts done with malfeasance.

I understand that I am releasing the Oklahoma Senior Games Board of Directors from liability to the full extent that the law allows not only from any risk inherently associated with participation in an athletic activity, but also any enhanced exposure to injury occasioned by any carelessness, negligence or fault of the Oklahoma Senior Games Board of Directors or anyone acting on the Oklahoma Senior Games Board of Directors behalf, including any and all liability for damage and injury or death to myself or to any persons or property to the full extent that the law allows.

I understand that **THIS RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AS LEGALLY POSSIBLE**, and I accept the terms as a condition of being permitted to participate in the Oklahoma Senior Games.

RELEASE FOR PERSONAL PROPERTY

I acknowledge and agree that the Oklahoma Senior Games Board of Directors shall not be liable for my loss or theft of personal property and I release the Oklahoma Senior Games Board of Directors for any liability for the loss or theft of any personal property in connection with the Oklahoma Senior Games.

CONSENT TO MEDICAL TREATMENT

The Oklahoma Senior Games Board of Directors has my permission to have a physician treat me in the Oklahoma Senior Games. I hereby consent to any first aid, medication, medical treatment or surgery deemed necessary. I release all claims for injuries or damages incurred by me in the connection with the delivery of such care in good faith. I hereby indemnify and hold harmless the Oklahoma Senior Games Board of Directors and its sponsors, its agents, employees, representatives, volunteers and assign and all other persons, firms, and other entities participating or providing services or facilities in or for the benefit of Oklahoma Senior Games and/or its participants from liability that may arise as a result of any injuries I might receive during my medical treatment to the extent that the injury is not caused by a negligent act, error or omission of a member and/or employee of the Oklahoma Senior Games Board of Directors (nothing herein is to be construed as waiving a defense that any person or organization referred to herein is a non-suable entity or person). This release is also a condition of participation in the Oklahoma Senior Games.

PUBLICITY CONSENT

I authorize the Oklahoma Senior Games and the Oklahoma Senior Games Board of Directors to use my likeness in any form. I waive the right to inspection or to any compensation.

THIS WAIVER AND RELEASE AFFECTS MY LEGAL RIGHT AND INCLUDES RELEASES OF LIABILITY WHICH ARE TO BE AS BROAD AS LEGALLY POSSIBLE. I HAVE READ THIS WAIVER AND I UNDERSTAND WHAT I AM SIGNING.

Name (please print)

Signature

Date