

Oklahoma City University
Special Events Waiver and Release Agreement

PLEASE PRINT THIS FORM, FILL IT OUT COMPLETELY AND RETURN

I have agreed to participate in Oklahoma City University's Summer Music program the summer of 2011 ("the Program"). In consideration for being permitted to participate in the program, I hereby agree and represent that:

1. I have, or will secure, health insurance to provide adequate coverage for any injuries or illness that I may sustain or experience while participating in the program. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me for the duration of this program. **I hereby release the University, the employees and or agents from any responsibility or liability for expenses incurred by me for illness or injuries during my participation in this program.**
2. I understand that although the University will attempt to maintain the program as described in its publications and brochures, it reserves the right to change the program, including the itinerary, travel arrangements or accommodations at any time and for any reason, with or without notice, and that the University, or the employees or agents of the University, shall not be responsible or liable for any expense or losses that I may sustain because of these changes.
3. I understand the University **reserves the right to decline to retain me in the program at any time**, should my actions or behavior, in the sole discretion of the University, be determined to impede or obstruct the progress of the program in any way.
4. **I grant Oklahoma City University permission to reproduce all photographs, video, movies, or sound recordings taken of me during the time I participate in the program.**
5. I understand that, although the University has made reasonable effort to assure my safety while participating in this program, there are unavoidable risks in participating in any such program. **I acknowledge that I understand these risks and on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the COLLEGE, its governing board, directors, officers, employees, agents, volunteers and any students for any damages or injury (including death) caused by, derived from, or associated with my participation in the program, except for such damages or injury as may be caused by the gross negligence of willful misconduct of the employees or agents of the University.**
6. I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect.
7. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement; I have the right to consult with the advisor, counselor or attorney of my choice.

8. I agree that, should there be any dispute concerning my participation in the program that would require the adjudication of a court of law, such adjudication will occur in the courts of, and be determined by the laws of the State of Oklahoma.

9. This agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in the program, supersedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

10. I represent that I am at least eighteen (18) years of age, or if not, that I have secured below the signature of my parent or guardian, as well as my own.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Participants Signature

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

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 ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date