

MUDVOLLEYBALL 2017 PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION RISK

In consideration of the services of Muskogee County Council of Youth Services (MCCOYS), Women In Safe Homes (WISH) and the Muskogee County City Port Authority and River Center (PORT), their agents, owners, offices, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf I hereby agree to release indemnify, and discharge MCCOYS, WISH and Port on behalf of myself, my children, my parents, my heirs, assigned personal representative and estate as follows.

- I acknowledge that my participation in mud volleyball entails known and unanticipated risks that could result in physical or emotional injury, paralysis death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
- I agree to release employees and volunteers responsibility of my actions. They can be aware of a participant's fitness abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I agree to release MCCOYS, WISH, and PORT and said equipment not responsible for me in the case of injury based on the above premise.
- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MCCOYS, WISH, and PORT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the equipment or facilities, including any such claims which allege negligent acts or omissions of MCCOYS, WISH and PORT.
- Should MCCOYS, WISH and PORT or anyone acting on behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event I file a lawsuit against MCCOYS, WISH, and PORT I agree to do so solely in the state of Oklahoma, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MCCOYS, WISH, and PORT on the basis of any claim from which I have released them herein.

Signature: _____ Print Name: _____ Date: _____

I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

In consideration of _____ (print minor's name) being permitted by MCCOYS, WISH, and PORT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MCCOYS, WISH, and PORT from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature: _____ Print Name: _____ Date: _____