

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I, _____, am voluntarily entering into this release, as part of my participation in activities taking place in the Esports Arena (“Activity”) hosted by Oklahoma State University (“OSU”) and I agree to the terms set forth below.

I understand that my participation in the Activity is voluntary. I understand that participation in the Activity may involve travel, as well as physical and recreational activities which require extreme physical exertion and may involve substantial risk of bodily injury, death and other dangers associated with participation in physical and recreational activities. I am fully aware of the risks involved and expressly and voluntarily assume such risks, including those risks associated with travel to and from the Activity.

I understand an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in the Activity, I voluntarily assume all risks related to exposure to COVID-19.

I understand that I should participate only in those physical and recreational activities for which I have the prerequisite skills, qualifications, and training, and that are appropriate based upon my health. I understand that I should consult a physician if I have any questions about the appropriateness of my participation in the Activity.

The purpose and effect of this ASSUMPTION OF RISK AND WAIVER OF LIABILITY is to release and insulate Oklahoma State University (“OSU”) and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and their officers, agents, employees, volunteers, representatives, and assigns from and against any claims, suits, or causes of action for injuries, death, damage, loss or expense incurred by me or caused during my participation in the Activity, including, but not limited to, those caused or resulting from my negligence or the negligence of any other person, group, or entity, whether intentional or unintentional.

I hereby agree that for the sole consideration of my participation in the Activity, I knowingly, voluntarily, and expressly waive any and all claims and release and forever discharge OSU and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and their officers, agents, employees, volunteers, representatives and assigns from any and all actions, omissions to act, claims, damages, judgments, demands, rights and causes of action of whatever kind in nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries or damage to property arising out of or related to my voluntarily participation in the Activity, including, without limitation, injuries or damages resulting from lack of improper supervision or breach of any statutory or regulatory duty or obligation. I hereby agree that this ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall be binding upon my heirs, executors, administrators and assignees at law and shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.

I understand and agree that in the event I or any other party contemplated by this ASSUMPTION OF RISK AND WAIVER OF LIABILITY initiates or attempts to initiate a claim or cause of action of any kind whatsoever, I will indemnify and hold harmless OSU and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and their officers, agents, employees, volunteers, representatives, and assigns from any liability resulting therefrom, including damages, costs, and related fees.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY IS A RELEASE OF LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR NEGLIGENCE) AND I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

Signature of Participant

Date

Printed Name of Participant

Address

Phone Number

Emergency Contact Name

Emergency Contact Number

INDEMNIFICATION BY PARENT IF PARTICIPANT IS A MINOR

I understand that in the event my child or any other party contemplated by this Release of Liability initiates or attempts to initiate a claim or cause of action of any kind whatsoever, that I will indemnify and hold harmless the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and Oklahoma State University and their officers, agents, employees, representatives, and assigns from any liability resulting therefrom, including damages, costs, and related fees.

Signature of Parent

Date

Printed Name of Parent