

**TULSA GREAT RAFT RACE, INC.
RELEASE AND WAIVER**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

1. Definitions. The person who is participating in the Activity (defined below) shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18 or otherwise has a legal guardian. "Released Parties" means Tulsa Great Raft Race, Inc. (hereinafter "TGRR") or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, or shareholders, and, specifically includes, without limitation, the City of Sand Springs, Oklahoma, the City of Tulsa, Oklahoma, Tulsa County, Oklahoma, River Parks Authority, United States Department of Energy, Southwestern Power Administration, Sam's Offroad, LLC, and Tulsa Rowing Club. The "Activity" means taking part in rafting, loading and unloading rafts by hand and use of vehicles and trailers, swimming, wading, hiking, climbing on rocks and slopes, portaging, traveling to and from an Activity site, and any other related activity.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: water quality and environmental quality, contact with the water, choice of rafting course, negligence of rafting guides, changing weather conditions, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, jumping off rocks, carrying rafts and other equipment, loading and unloading of rafts and other equipment by hand and by vehicle or trailer, entrapment of feet or other body parts under rocks or other objects, impact with or cuts from equipment, rocks, debris, other people or manmade obstacles, equipment failure, dehydration, sunburn, driving to and from the Activity site, and mental distress from exposure to any one of the above. **THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Activity or the Participant's participation in the Activity, including, but not limited to claims of tort, negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) **Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that **INJURIES AND/OR DEATH** may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

4. Minimum Requirements for Participation in the Activity; Life Jackets. Each raft must have on board at least one wearable United States Coast Guard (USCG)-approved life jacket (personal floatation device) for each Participant, and each Participant must wear a life jacket at all times. Each raft over 16 feet in length must have a USCG-approved Type IV throwable personal floatation device (such as an approved buoyant cushion or ring life buoy).

5. Alcohol. EACH RAFT MUST DESIGNATE A NON-DRINKING PARTICIPANT TO OPERATE AND GUIDE THE RAFT. Participants are required to comply with all laws governing the consumption of alcohol. No alcohol may be served to or consumed by a minor under the age of 21. Alcohol magnifies the risks inherent in participating in the Activity. Each Participant who drinks alcohol assumes all risks associated with conducting the Activity while drinking alcohol. **NO GLASS CONTAINERS OF ANY KIND ARE PERMITTED ON A RAFT.**

6. Minor Acknowledgment. **ALL MINORS MUST BE ACCOMPANIED BY A PARENT, LEGAL GUARDIAN, OR AUTHORIZED SCHOOL EMPLOYEE.** Only minors at least 12 years of age or older accompanied by a parent, legal guardian, or authorized school employee may participate in the Activity. Minors accompanied by an authorized school employee must present a copy of this Release and Waiver with the attached **SCHOOL EMPLOYEE RIDER** signed by their parent(s) or legal guardian(s) approving the school employee may accompany the minor as said minor's temporary legal guardian and attorney

in fact for the entire duration of the Activity. Participants other than minors accompanied by a parent, legal guardian, or authorized school employee must present valid photo ID at event for proof of age. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

In addition to the foregoing, the ratio of adult Participants to minor Participants on each raft must be at least one (1) adult Participant to three (3) minor Participants, unless the minor Participant is accompanied by a school employee and has a completed School Employee Rider to this Release and Waiver. To illustrate this rule, by way of example only, if a raft has eight (8) participants, the maximum ratio of adult Participants to minor Participants would be six (6) minor Participants to two (2) adult Participants for that raft.

7. Medical or Physical Condition and Medical Care. Undersigned assumes the risk of any medical or physical condition Participant may have. Undersigned acknowledge that in the event of an injury or accident, rescue and medical treatment may not be immediately available. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

8. Photographic and Video Imagery. Undersigned agrees that TGRR and persons authorized by them, may use any imagery, video, audio, photograph, or any other format of image or audio (collectively the "Imagery"), of Participant taken during the Activity in any promotional materials or other materials. Undersigned further agrees that any such Imagery taken by the Participant, at the request of TGRR, must provide such imagery to TGRR.

9. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Oklahoma, and the exclusive jurisdiction and venue for any claim or dispute shall be the state or federal district courts located in Tulsa, Oklahoma; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned's that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, trustees, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant	Age	Phone
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Address City State Zip Code

Signature of Participant	Date	Email
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Signature of Parent / Legal Guardian #1 Date	Signature of Parent / Legal Guardian #2 Date
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MINOR PARTICIPANTS MUST BE AT LEAST 12 YEARS OF AGE AND ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN. OTHERWISE, ALL PARTICIPANTS MUST BE AT LEAST 18 YEARS OF AGE.

YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND COMPLIANCE WITH ALL LAWS, INCLUDING THE BOATING LAWS OF THE STATE OF OKLAHOMA. EACH PARTICIPANT IS REQUIRED TO READ AND UNDERSTAND ALL BOATING LAWS. INFORMATION ON OKLAHOMA BOATING LAWS CAN BE FOUND AT <https://www.dps.state.ok.us/lp/lps.htm> AND <http://www.okboated.com/>.

EACH PARTICIPANT MUST BE WEARING A LIFE JACKET AT ALL TIMES.

EACH RAFT MUST DESIGNATE A NON-DRINKING PARTICIPANT TO OPERATE AND GUIDE THE RAFT.