



# TW Labor Day Waiver and Release of Liability and Authorization for Use of Likeness

## Choctaw Nation of Oklahoma – Tribal Wide

Event(s): \_\_\_\_\_

### Event Waiver and Release of Liability

In consideration of me and/or my child or ward being permitted to participate in one or more of the Choctaw Nation of Oklahoma Labor Day Festival events ("Event" or "Events"), I hereby acknowledge, understand, and agree that:

1. Participation in each of the Events carries a significant risk of injury, including but not limited to the potential for permanent paralysis, other injuries to persons, death, disfigurement, or permanent disability, or property damage or loss. These risks may occur due to various circumstances including but not limited to the actions of another person or entity, forces of nature, equipment failure, projectile objects, or other causes that may not be known to me.
2. I am voluntarily participating in these Event(s) and, if my child or ward is participating, I am voluntarily allowing that child or ward to participate in the Event(s) and I, on behalf of myself and of my child and/or my ward, all our heirs, successors and assigns do **assume all risks arising from the activities, whether known or unknown to me.**
3. I agree that both I and my child or ward are of a suitable physical condition to participate in the Event(s), have sufficiently prepared or trained for participation in the Event(s), and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude either me or my child or ward's from participating in the Event(s). We are aware of our limitations and agree not to exceed them.

### Medical Care and Emergency Permission Release

4. If I or my child/ward is in need of medical care and I am unable to consent, I hereby consent to receive emergency medical treatment, as determined appropriate by the Choctaw Nation of Oklahoma. I understand that I will be responsible for payment of all medical expenses to the appropriate provider and that the Choctaw Nation of Oklahoma is not required to arrange or otherwise provide me or my child/ward with medical care.
5. On behalf of myself and my child and/or wards, and all of our heirs, successors and assigns, do agree to **FOREVER WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS and AGREE NOT TO SUE OR MAKE ANY CLAIM** against the Choctaw Nation of Oklahoma and its officers, employees, agents, representatives, volunteers, and contractors ("Releasees") from any and all liability, including but not limited to liability arising from (i) any and all injuries to me or my child or ward that may



occur incident to any Event **and/or any other activity being conducted during the Labor Day Festival, INCLUDING BUT NOT LIMITED TO DEATH, DISFIGUREMENT, AND TEMPORARY OR PERMANENT DISABILITY**, (ii) any injury, damage or loss arising from or related to the medical treatment authorized in paragraph 4 above, and (iii) any damage or loss of my personal property. **THIS RELEASE APPLIES TO ALL EVENTS AND ACTIVITIES AND IS EFFECTIVE EVEN IF THE INJURY OR LOSS IS CAUSED PARTLY OR ENTIRELY BY THE RELEASEES.**

**Consent to be Photographed**

6. I also agree that the Choctaw Nation of Oklahoma may photograph or capture video of me and/or my child or ward. The Choctaw Nation of Oklahoma may use the images or video footage captured for any purpose, commercial or non-commercial, and in any form desired by Choctaw, in perpetuity and without the obligation to make any payment whatsoever. On behalf of myself and my child or ward and our heirs, successor, and assigns, I forever waive all claims based on the Choctaw Nation of Oklahoma's use of the images, footage, or other likeness.
7. **Participant and/or Parent/Guardian Statement:** By my signature below, I indicate that I have read and fully understand the Choctaw Nation of Oklahoma release forms, which include the following: Event Waiver and Release of Liability, Medical Care and Emergency Permission Release, and Consent to Be Photographed. **I understand that by signing this form I give up certain legal rights.** I guarantee that I am over the age of eighteen (18) and have the legal authority and capacity to consent to the terms of this agreement on behalf of myself and the child/ward. I am signing this agreement freely and voluntarily.

\_\_\_\_\_  
Participant's Name (Please print legibly)

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Child's Name (Please print legibly)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Parent/Guardian Email Address