

**Oklahoma Museums Association
2020 Remington Place
Oklahoma City, OK 73111**

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

READ CAREFULLY. THIS AFFECTS YOUR LEGAL RIGHTS.

In consideration of being given the opportunity to participate in the activities surrounding the Ireland Travel Program, I, the undersigned, _____, hereby expressly agree to the following terms of this Release of Liability and Waiver of Rights (hereafter referred to as "this Agreement"):

1. RISK: I am and/or my child is voluntarily participating in activities related to Ireland Travel Program. I am aware that volunteering or participating in traveling by air, land, and water has a risk of physical injury. I acknowledge that I am and/or my child is responsible for our own safety and are aware of the inherent dangers of traveling and visiting areas which are unknown to me or my child and that Oklahoma Museums Association cannot guarantee my safety or the safety of my child. I acknowledge that visiting, touring, or working as part of an organized event or activity is considered participation in the Ireland Travel Program.

I ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY OR MY CHILD'S PARTICIPATION IN ACTIVITIES SURROUNDING IRELAND TRAVEL

PROGRAM, including without limitation, the risks of death, bodily injury or property damage resulting from activities, the unavailability of emergency medical care; or, the negligent or deliberate acts of another person. I understand that a fall or accident will result in injury and that I may be injured at any time even if not participating in the activities. I agree to accept any and all risks of injury and will rely only upon my own insurance coverage. By participating, I acknowledge I must be able to walk on uneven surfaces, including cobblestone pathways, must be able to climb stairs, and must be able to manage my luggage on my own.

2. RELEASE: As consideration for being permitted to take part in activities as a participant or as a volunteer, **I HEREBY AGREE THAT I RELEASE FROM LIABILITY** any of the following: Oklahoma Museums Association, any committee member of Oklahoma Museums Association, any event sponsor, and their respective agents, directors, employees, representatives, contractors, or volunteers on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses without limitation, those based on the risks of death, bodily injury or property damage resulting from activities, the unavailability of emergency medical care; or, the negligent or deliberate acts of another person and including strict product liability or any other liability without fault.

3. WAIVER: I acknowledge the risks involved when traveling, including injuries on the walking tours. **I HEREBY WAIVE MY RIGHT TO SUE** on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses without limitation, those based on the risks of death, bodily injury or property damage resulting from activities, the unavailability of emergency medical care; or, the negligent or deliberate acts of another person and including strict product liability or any other liability without fault.

4. MEDICAL ATTENTION: In the event of injury which may require immediate medical/dental or any other emergency care, in which I, as the parent or legal guardian, cannot be notified in a reasonable amount of time

through reasonable means, then I hereby authorize Oklahoma Museums Association to take all necessary actions as it relates to immediate medical/dental care, transportation and emergency medical services as warranted in the course of care of me, if incapacitated, or my child named above. I realize and agree that I shall be responsible for all fees and expenses as they relate to this paragraph.

5. PHOTO RELEASE: I acknowledge that my or my child's picture/likeness/voice may be taken/recorded and release permission for that picture/likeness/voice to be used by Oklahoma Museums Association. I acknowledge that Oklahoma Museums Association may use said picture/likeness/voice in print media or other forms of visual communication as it or its designees see fit. I agree that I am not entitled to any form of monetary/financial compensation for the use of my picture/likeness/voice and have not been promised compensation.

I DO NOT AGREE to a photo release _____ (Initial Here).

6. LEGALLY BINDING AGREEMENT: This Agreement is the final, complete, and exclusive release and waiver agreement between me and Oklahoma Museums Association. Furthermore, this Agreement shall be legally binding upon me, the child for whom I am approving participation as the parent or legal guardian, as well as other parents or legal guardians of the child, and any and all heirs, estates, assigns, spouses, minor children or legal or personal representative. This Agreement shall be interpreted according to the laws of Oklahoma. Any disputes shall be litigated in and venue shall be Oklahoma County, Oklahoma.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT BY MAKING THIS AGREEMENT I, AND MY CHILD SURRENDER VALUABLE RIGHTS. I SURRENDER SUCH RIGHTS FREELY AND VOLUNTARILY ON MY BEHALF AND ON BEHALF OF MY CHILD. I FURTHER CERTIFY THAT I, PERSONALLY AND AS A PARENT OR GUARDIAN, AM OF LAWFUL AGE, AND ARE LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THE AGREEMENT I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

Participant Name (print): _____ Phone: _____ Email: _____

Participant Signature: _____ *Date:* _____

PARENTAL/GUARDIAN CONSENT (if participant is under 18): I hereby give my permission for **my child** _____, **age** _____ to participate in the above referenced activities. I acknowledge that I am informed of the inherent dangers involved in the activity. I have read and understand this Release of Liability and Waiver of Rights ("Agreement") and also agree to be bound by its terms in consideration for Oklahoma Museums Association allowing and and/or my child to participate in the Ireland Travel Program.

Parent/Guardian Name (print): _____ Phone: _____ Email: _____

Parent/Guardian Signature: _____ *Date:* _____

Emergency Contact and Phone: _____