

Read Carefully – This is a Release

RELEASE AND INDEMNITY AGREEMENT

Sweetest of These, Inc.

IN CONSIDERATION of being permitted by Sweetest of These, Inc. and/or The City of Edmond Parks and Recreation collectively, to (i) access the property and its facilities located at 431 South Boulevard in Edmond, Oklahoma, (ii) engage in various activities in and around Stephenson Park, for “The Sweetest Days Ever Foster & Adoption Awareness” event including, but not limited to, dancing, face painting, engaging with and Disney and other characters, enjoying eating and drinking, and (iii) engage in other various activities in or around the park (collectively, the “Activities”), for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, and his or her parent or legal guardian if the participant is under the age of 18 years (collectively called “Participant”), agrees to the following:

1. Inspection. I am aware of the risks of injury and/or death connected with the various Activities, including, but not limited to:
 - (i) that there may be hazards, including but not limited to, surface of subsurface condition in or around the park and its surrounding properties;
 - (ii) understand that participating and/or using the park and engaging in activities at the park can be dangerous activities and that there may be hidden hazards such snakes, unstable ground, harmful plants, unauthorized careless persons on or around the park, or other risks that may injure a person or property or cause death and each guest assumes all these risks at their own responsibilities; and
 - (iii) the potential of a Participant to act in a negligent manner that may contribute to injury, death, or loss to the person of me or to another person, including, but not limited to, failing to act within the ability of Participant.
2. Assumption of the Risk. I hereby expressly assume all risks associated with the various Activities including, but not limited to, those set forth above. I hereby release, waive and discharge The Sweetest Day Ever, Inc., The City of Edmond, their respective officers, members, directors, employees, affiliates, subsidiaries, and all other persons or entities acting on its behalf from all liability to them, their associates, spouses, legal representatives, heirs, successors, and assigns (collectively called “Host”), for any and all loss, injury or damage, and any and all claims therefore, on account of injury to my person or property, or for my death while I am engaged in any Activities. I hereby waive my right and the right of my estate (or revocable trust, as the case may be) to sue Host on account of injury to my person or property, or my death while I am engaged in Activities.
3. Health and Risk. I understand that my participation in the Activities at the park may require good physical conditioning and a degree of skill and knowledge, and I have the conditioning, skill and knowledge necessary for me to safely participate in such Activities.
4. Indemnification and Hold Harmless. I hereby indemnify and agree to hold harmless Host and each of them individually from any loss, liability, damage, injury or cost they may incur due to my presence in, upon, or around the park, for the purpose of Activities, or due to my participation in such Activities, regardless of where such participation may occur.
5. Insurance. I acknowledge that Host does not provide me with any type of insurance coverage. Further, I hereby certify that I am currently covered under appropriate general liability and personal health insurance policies issued through a licensed medical carrier.
6. Covenant Not to Sue. I, on behalf of myself and my personal representatives, successors, heirs and next of kin, further agree not to sue or make any demand or claim, or in any way aid in prosecuting any demand, claim or suit, against Host for any damages or injuries to my person or property, or other losses sustained, as a result of or relating to my participation in the Activities or presence at the Ranch.
7. No Other Representations; Rights to Images. There have been no representations, statements or inducements (whether oral or written) apart from the written agreement made herein. I grant full permission the Host to use, without further notification, authorization or compensation, any photographs, videotapes, recordings, or other record of me in any and all media, whether now known or hereafter to become known, worldwide and in perpetuity, and represent and warrant that no further permission is required for Host to use such photographs, etc. of me as provided herein.

I HAVE READ THIS RELEASE AND INDEMNITY AGREEMENT (THIS “AGREEMENT”) AND FULLY UNDERSTAND ITS TERMS. I HEREBY REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT WITH FULL KNOWLEDGE OF ALL FACTS AND CIRCUMSTANCES SURROUNDING MY PARTICIPATION IN THE ACTIVITIES OR PRESENCE AT THE RANCH. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, SUCCESSORS, HEIRS AND NEXT OF KIN, OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, IT IS AGREED THAT THE BALANCE OF THIS AGREEMENT SHALL CONTINUE IN FULL LEGAL FORCE.

Name of Participant: _____

Participant or Legal Guardian Signature

Date

Print Name of Participant or Legal Guardian

Address

Telephone Number

E-Mail Address