



RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

IN CONSIDERATION of _____ (“Participant”), being permitted to engage in the tryouts on **January 31, 2014** (“Activity”) for the Oklahoma Defender Diamonds Dance Team at the Cox Business Center, (“Arena”) and for other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Participant ACKNOWLEDGES, AGREES, AND REPRESENTS that Participant is voluntarily engaging in the Activity and ACKNOWLEDGES that the Activity may be dangerous and may involve the risk of serious bodily injury, death, or property damage.
2. Participant RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE OKLAHOMA DEFENDERS and/or any of its affiliates, promoters, participants, sponsors, advertisers, rescue personnel, owners and lessees of Arena, and all of their respective directors, officers, members, managers, agents, and employees (“Releasees”) FROM ANY AND ALL LIABILITY TO PARTICIPANT AND PARTICIPANT’S ASSIGNS, HEIRS, AND/OR NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMAND THEREFOR ON ACCOUNT OF DEATH OR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE ACTIVITY, INCLUDING DEATH OR INJURY TO PERSON OR PROPERTY CAUSED BY THE RELEASEES’ NEGLIGENCE.
3. Participant ASSUMES AND ACCEPTS FULL RESPONSIBILITY for any risk arising out of or related to the Activity, **whether caused by the negligence of Releasees or otherwise.**
4. Participant AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees’ from any loss, liability, damage, or cost Releasees’ may incur arising out of or related to Participant’s participation in the Activity, **whether caused by the negligence of the Releasees or otherwise.**
5. Participant CERTIFIES THAT PARTICIPANT HAS HEALTH, ACCIDENT, AND LIABILITY INSURANCE to cover any bodily injury or property damage that Participant may cause or suffer while engaging in the Activity.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE RELEASE, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENTS, ASSURANCES OR GUARANTEES BEING MADE AND INTENT MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

Signature: _____ Date: _____

Club Designee: _____ Date: _____