Volunteer Liability Waiver

I desire to participate in an event held by or on behalf of Transition House, Inc. (the "Organization") and engage in activities related to attending such event (the "Activities").

In exchange for being allowed to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. <u>Assumption of Risk</u>. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I understand these risks may include, but are not limited to, witnessing trauma and traumatic experiences, violence, possible exposure to wild animals, property damage, injury, death, illness, and other various hazards. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, illness, harm, or loss that I may incur as a result of my participation in the Activities.

2. <u>Medical Treatment</u>. I hereby give consent and authority to the Organization to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services.

3. <u>Release and Waiver</u>. I hereby fully and forever release and discharge the Organization, its directors, employees, agents, volunteers, and other representatives, directors, employees, agents, volunteers, and other representatives (the "Released Parties"), from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity that may arise from my participation in the Activities. I covenant not to make or bring any such claim or demand against the Released Parties, and fully and forever release and discharge the Released Parties from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

4. <u>Indemnification</u>. I hereby agree to indemnify, defend, and hold harmless the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

5. <u>Benefits and Insurance</u>. I understand that I am a volunteer and not an employee of the Organization and that I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I understand that the Organization does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or

disability insurance of any nature in the event of my injury, illness, or death, or damage to or loss of my property.

I also understand that the Organization does not provide workers' compensation insurance for volunteers or attendees. I expressly waive any claim for compensation or liability on the part of the Organization in the event of any injury or medical expense.

6. <u>Photographic Release</u>. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

_____Initial here if you do not agree to the photographic release. Please notify the Organization via email that you do not consent to be photographed.

7. <u>Miscellaneous</u>. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. <u>Governing Law</u>. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Oklahoma and I hereby consent to the exclusive jurisdiction of such courts.

9. <u>COVID-19</u>. I understand that the Organization will follow state and local requirements for COVID-19 mitigation. I agree to follow such requirements, if any. I understand that this may include me to wear a mask and/or social distance, where required.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Attendee Signature

Date

Attendee Printed Name