

SPYDER RIDERS OF BROKEN ARROW, INC.
WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

As consideration for participation in any activities associated with the Spyder Riders of Broken Arrow, Inc., (hereinafter collectively referred to as the “Activities”) the undersigned acknowledges, appreciates, understands, and agrees to the following:

1) I acknowledge and understand that there are risks of loss, both to person and to property, associated with participation in the Activities including but not limited to: concussion, fractures, scrapes, cuts, tears, bruises, paralysis, death, those caused by terrain, facilities, temperature, weather, condition of myself and of other participants, equipment, vehicular traffic, lack of hydration, and actions of other people including but not limited to, participants, volunteers, monitors, and or producers of the Activities. These risks are not only inherent to participants, but are also present for volunteers. **I EXPRESSLY AND VOLUNTARILY ASSUME THE RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF SPYDER RIDERS OF BROKEN ARROW, INC., OR ITS AGENTS, VOLUNTEERS, OFFICERS OR DIRECTORS** and further accept that there are also risks that may arise due to the actions of other participants, which I also expressly and voluntarily assume.

2) I certify that I am physically fit, have sufficiently prepared or trained for participation in the Activities, 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 my participation in these activities. I acknowledge that this **WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** will be relied upon by the Spyder Riders of Broken Arrow, Inc. and the organizers of the Activities, and that I am responsible for my actions at the Activities.

3) I, for myself, and on behalf of all of my heirs, assigns, representatives, and next of kin whatsoever, agree not to sue and further agree to **RELEASE, HOLD HARMLESS, AND INDEMNIFY SPYDER RIDERS OF BROKEN ARROW, INC.** and its agents, volunteers, officers and directors, from any and all liability, claims (including for personal injury and property damages), demands, causes of action or damages that I may hereafter have for injuries or damages arising in any way from participation in the Activities, or from my traveling to and from the Activities, or while on the premises where the Activity is being conducted, **EVEN IF CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF SPYDER RIDERS OF BROKEN ARROW, INC.**

4) I, for myself, and on behalf of all of my heirs, assigns, representatives, and next of kin whatsoever, additionally agree to **INDEMNIFY AND HOLD HARMLESS SPYDER RIDERS OF BROKEN ARROW, INC.**, and its agents, volunteers, officers and directors, from all claims, judgments and costs,

including but not limited to attorney's fees, and to reimburse Spyder Riders of Broken Arrow, Inc., for any expenses whatsoever incurred in connection with an action brought as a result of my participation in the Activities.

5) I further acknowledge that Spyder Riders of Broken Arrow, Inc., and its agents, volunteers, officers and directors are not responsible for any theft of property, loss of property, damage to property or injury sustained while participating in the Activities.

6) I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and or illness during the Activities, and assume all financial responsibility for such treatment.

7) I understand while participating in the Activities I may be photographed. I agree to allow my photo, video or film to be used for any legitimate purpose by Spyder Riders of Broken Arrow, Inc.

This WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT shall be construed in accordance with the laws of the State of Oklahoma. I fully understand this Waiver, Release Indemnification and Hold Harmless Agreement shall be effective for one (1) year from date of signature.

I certify that I have read this entire WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT and fully understand its contents. I acknowledge that this is the entire Agreement and that no contrary or conflicting representation, inducements or promises, orally or otherwise, have been made by anyone to induce me to sign this Agreement. I hereby execute this Agreement without coercion.

Signature

Printed Name

Date

