

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "**I**" or "**me**") desires to enter the premises of the Oklahoma School of Science and Mathematics, a state agency of the State of Oklahoma (the "**School**") located at 1141 N. Lincoln Blvd., Oklahoma City, OK 73105 (the "**Premises**") to engage in attend the Outdoor Graduation Ceremony for the Class of 2020 and/or Class(the "**Activities**"). In consideration of being permitted by the School to be on the Premises and engage in the Activities and in recognition of the School's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. I am aware of the highly contagious nature of the 2019 novel coronavirus disease, SARS-CoV-2/COVID-19 (the "**Disease**") and the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the School's employees. I understand that while the School has implemented preventative measures designed to reduce the spread of the Disease, the School cannot guarantee that I will not become infected with the Disease while on the Premises and that being on the Premises may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the School, and its officers, trustees, administrators, employees, agents, affiliates, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being on the Premises or engaging in the Activities and being exposed to or contracting the Disease, whether arising out of the ordinary negligence of the School or any Releasees or otherwise. I covenant not to make or bring any such claim against the School or any other Releasee, and forever release and discharge the School and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Oklahoma law does not permit to be released by agreement.

3. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention ("**CDC**") and Oklahoma State Department of Health ("**OSDH**") guidance on the Disease. I will comply with all such orders, directives, and guidelines while on the Premises, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the School while on the Premises.

4. I agree **NOT** to enter the premises if I am experiencing any number of the following symptoms of the disease:

- COUGH,
- SHORTNESS OF BREATH OR DIFFICULTY BREATHING,
- FEVER OR CHILLS,
- FATIGUE,
- MUSCLE OR BODY ACHES,
- HEADACHE,
- NEW LOSS OF TASTE OR SMELL,
- SORE THROAT,
- CONGESTION OR RUNNY NOSE,
- NAUSEA OR VOMITING, or
- DIARRHEA.

5. I further agree not to enter if I have a confirmed or suspected case of the disease, or have come in contact in the last fourteen (14) days with a person who has been confirmed to have or suspected of having the disease.

6. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, [incurred by/awarded against the Company or any other Releasees in a final, non-appealable judgment, arising out or resulting from any claim of a third party related to the Disease due to my engaging in the Activities or being on the Premises, including any claim related to my own negligence or the ordinary negligence of the Company.

7. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. 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 Release may be brought only in the District Court of Oklahoma County located in Oklahoma City, County of Oklahoma, State of Oklahoma, and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, 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 COMPANY.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Witnessed:

\_\_\_\_\_

Printed Name of Witness:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_