

## WAIVER OF LIABILITY

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I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Zephyrus Arts Institute (ZAI), their officers, directors, representatives, contractors, volunteers, agents, or employees hereinafter referred to as RELEASEES from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in Zephyrus Arts Institute activities, functions, events, or programs hereinafter referred to as ACTIVITIES, or while in, or upon any premises where activities, functions, events, or programs are being conducted.

I am fully aware of risks and hazards connected with participating in the ACTIVITIES of Zephyrus Arts Institute. I acknowledge that I understand that Zephyrus Arts Institute provides only very limited and very restricted insurance coverage. I understand that such self-insurance may not at all provide coverage to me for any injury, loss or damage suffered while participating in said ACTIVITIES.

I hereby elect to voluntarily participate in the activities, functions, events, or programs, and engage in such activities, knowing that the activities may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

I understand and agree that the RELEASEES have permission to authorize emergency medical treatment if necessary. Furthermore, the RELEASEES assume no responsibility for any loss, damage, injury or death that might arise out of or in connection with such authorized emergency medical treatment. Moreover, I agree that I have no health-related reasons or problems that would preclude or restrict participation in activities and that I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as result of injury.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above- named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be considered in accordance with the laws of the State of Oklahoma.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and design it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

THIS IS A RELEASE OF LEGAL RIGHTS AND A LEGALLY BINDING DOCUMENT. READ BEFORE SIGNING AND OBTAIN INDEPENDENT LEGAL COUNSEL IF DESIRED.

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Participant Legal Name

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Signature of Participant

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Date

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Signature of Parent / Guardian (if applicable)

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Date