



RELEASE AND HOLD HARMLESS AGREEMENT

NAME: _____ AGE: _____
ADDRESS: _____
CITY, STATE: _____ ZIP CODE: _____
HOME PHONE: _____ CELL PHONE: _____

ACKNOWLEDGMENT OF RISK

I, _____, acknowledge that I am voluntarily participating in the following activities on real property _____ and/or _____ operating _____ equipment _____ owned _____ by _____ the _____ City _____ of _____ Crescent _____ :

I further understand that these activities involve a certain degree of risk that could result in injury, death or loss or damage to person or property. After carefully considering the risk involved, and in view of the fact that the City of Crescent is receiving nothing in return for allowing these activities to occur on city owned property, I hereby release, hold harmless and waive all claims associated with the activities which I may have against the City of Crescent, its employees, officers and/or volunteers.

PARTIES: This Agreement shall be binding upon the heirs, executors, administrators, successors, officers, agents, servants, employees and assigns of the parties hereto.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

ENTIRE AGREEMENT/AMENDMENT: This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

SEVERABILITY: If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

Name of Participant (please print): _____

Signature (if 18 or over): _____ Date: _____

If participant is under 18 years of age, this release must be signed by a parent or guardian.

Name of Parent/Guardian(please print): _____

Signature of Parent/Guardian: _____ Date: _____