**Fittest Cowboy: Waiver and Release**

*Any person participating in Fittest Cowboy must sign a Participation Agreement. Please sign and return to the registration table.*

The undersigned (participant) wishes to participate in the Fittest Cowboy conducted by **OKLAHOMA STATE UNIVERSITY DEPARTMENT OF WELLNESS** and in consideration of **OKLAHOMA STATE UNIVERSITY’S** action allowing the applicant to engage in such activity, the undersigned acknowledges and understands that Fittest Cowboy will involve participation in exercises which are, by their nature, physically demanding and will subject the applicant to stress, anxiety and possible hazards, not all of which can be foreseen. The Fittest Cowboy conducts activities including but not limited to: running, lifting weights, pressing weights overhead, pushing/pulling/carrying weights and weighted equipment. Reasonable precautions will always be taken to protect the applicant. I also agree to pay the $30 participation fee at the time of registration.

**MEDIA RELEASE**

I hereby authorize and give full consent to OSU to copyright or publish all media in which I appear while engaged as a participant in any and all Fittest Cowboy programming. I further agree that Fittest Cowboy may transfer, use or cause to be used, these photographs or video for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation, reservation or any compensation other than that receipt of which I hereby acknowledge.

**MEDICAL TREATMENT RELEASE**

In the event of an emergency, I do hereby authorize any x-ray examination, anesthetic, dental, medical, surgical diagnosis or treatment by a physician or dentist and any hospital service that might be rendered under the general, specific or special consent of the Department of Wellness staff.

EXECUTED THIS 15, 16 & 17th DAY OF October 2020

APPLICANT (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.O.B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fittest Cowboy: Waiver of Liability, Indemnity Agreement, and Assumption of Risk**

**WAIVER**

 In consideration of permission to use, today and on all future dates, the property, facilities, and services of Oklahoma State University’s Fittest Cowboy competition (hereafter referred to as FC), **I** on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge, and covenant not to sue** OSU, it’s directors, officers, employees, volunteers, independent contractors, and agents from liability **from any and all claims arising from the ordinary negligence of** FC or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in FC activities including, but not limited to, organized activities, observation, and individual use of facilities, premises or equipment; and 2) any and all claims resulting from the damage to, loss of, or theft of property.

**INDEMINIFIACTION AND HOLD HARMLESS**

I also agree to HOLD HARMLESS AND INDEMNIFY OSU from all claims resulting from negligence and to reimburse them for any expenses incurred as a result of my involvement at FC. I further agree to pay all costs and attorneys’ fees incurred by OSU in investigating and defending a claim or suite if my claim is withdrawn or to the extent a court or arbitration determines that FC is not responsible for the injury or loss.

**SEVERABILITY AND VENUE**

The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the law of the State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Payne County, Oklahoma.

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

**Fittest Cowboy: Acknowledgement of Understanding & Assumption of Inherent Risks**

**ACKNOWLEDGE OF UNDERSTANDING**

 **I have read this waiver** of liability and indemnification agreement and fully understand its terms. **I understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by the law in the State of Oklahoma.

**ASSUMPTION OF INHERENT RISKS**

Physical activity, by its very nature carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Use of FC equipment and the aforementioned activities may involve strenuous exertions using various muscle groups, some involve quick movements involving speed and change of direction, and others involve strenuous physical activity which places stress on the cardiovascular system. Environmental hazards include but are not limited to temperature and weather.

 The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises or sprains to 2) major injuries such as bone, joint or back injuries, loss of sight, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death.

 I have read the previous paragraphs and **I know the nature of the activities** at FC, **I understand the demands** of the activities relative to my physical condition and skill level, and **I appreciate the types of injuries** which may occur as a result of activities made possible by FC. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**ACKNOLEDGEMENT OF UNDERSTANDING**

**I have read** this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily **and intend my signature to signify a complete assumption of the inherent risks of participating in or observing recreational activities at SC** to the greatest extent allowed by law in the State of Oklahoma.

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