

ADOPT- A- STREAM PROGRAM

This Release and Waiver must be completed before volunteer participation can begin.

RELEASE AND WAIVER FOR ADULT/MINOR VOLUNTEERS

I voluntarily agree to participate, and/or for my child to participate on a voluntary basis in the Adopt-A-Stream program. In consideration of permission to participate in the Adopt-A-Stream program, sponsored by the City of Tulsa, a municipal corporation, and recognizing this program will involve activities which are inherently dangerous such as, picking up trash, traversing stream banks, and moving around trees, limbs, and other debris, I/We hereby voluntarily assume all risk of accident or injury and release and forever discharge the City of Tulsa, its officers, employees or representatives, collectively or individually, including elected officials from any and all liability for personal injury or property damage of any kind sustained in association with participation in the Adopt- A-Stream program, whether such personal injury or property damage is caused by the negligence of the City of Tulsa and its staff, or otherwise. The phrase "personal injury" shall include, but not be limited to, bodily injury, pain and suffering, emotional or mental distress, earnings and all medical expenses arising out of or related thereto suffered by or experienced by my child or me.

I agree to indemnify and hold harmless the City of Tulsa, its officers, employees or representatives, collectively or individually, including elected officials, from all liability, loss and expense, including but not limited to damages, legal expenses and cost of defense, in any matter arising from my child's or my participation in the program.

I further agree that I will abide by all applicable rules and regulations set forth by the City of Tulsa and agree to follow the instructions of all supervisors who are connected with this activity.

I further agree to give permission to the City of Tulsa to use photographs, and/or video, and/or audio of me/my child obtained while participating in this event. I release the City of Tulsa, its officers, employees or representatives, collectively or individually, including elected officials from any and all liabilities arising from the use of these items for publicity purposes and waive the right to negatives, photos, tapes and reproductions, as well as waive my/my child's right to inspect or approve the finished photographs and/or tapes.

I further agree that it is my intent that the provisions of this Release and Waiver shall be fully binding upon and effective against me, my family participants, my heirs, executors and administrators, successors, legal representatives, and assigns and I hereby acknowledge that I have read and understand these requirements and provisions and agree that these provisions are contractual and not mere recital.

PARTICIPANT (Signature)

DATE

PARTICIPANT (Name Printed)

Parent/Guardian Signature (if minor)