



First and Last Name of Participant: _____

GENERAL LIABILITY RELEASE FOR ADULT PARTICIPANTS & FOR ANY MINORS UNDER THEIR CARE

This GENERAL LIABILITY RELEASE FOR ADULT PARTICIPANTS & FOR ANY MINORS UNDER THEIR CARE (“Release”), is made and entered into by and between _____, a part of the Roman Catholic Diocese of Tulsa & Eastern Oklahoma, an Oklahoma not for profit corporation sole (together the “Diocese”), and the undersigned party (“Releasor”). The Diocese and Releasor may be referred to herein each as a “Party” or collectively as the “Parties.” This Release is effective as of the date listed below (“Effective Date”). The Diocese is providing a service, event, or activity, _____ (“Event”) and the Releasor desires to be present and be involved, and, if applicable, have any minor(s) under their care present and be involved, in the Event. NOW THEREFORE, for the adequate and valuable consideration described herein, the Diocese and the Releasor hereby agree as follows:

- 1. **Waiver and Release:** The Releasor hereby releases, forever discharges, and holds harmless the Diocese, and its successors, assigns, affiliates, directors, officers, employees, and agents, from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the involvement of the Releasor in the Event, including all matters related to COVID-19, except to the extent arising out of the gross negligence or intentional misconduct of the Diocese. Releasor acknowledges he or she is releasing the Diocese from any and all liability for injury, illness, death, or property damage resulting from the Event to the fullest extent permitted by Oklahoma law.
- 2. **Assumption of Risk:** The Releasor hereby acknowledges the risk, including any and all risks associated with potentially high-risk activities, e.g., sports, of being involved in the Event and hereby expressly assumes any and all risk of injury or harm associated with participating in the Event.
- 3. **Emergency Medical Care:** The Releasor hereby certifies that, to the best of his or her knowledge, he or she is physically able to participate in the Event. If the situation arises that the Releasor is in need of immediate emergency care and can no longer make decisions about such care, the Releasor consents to receive medical treatment as deemed advisable by the Diocese. Releasor accepts full responsibility for any and all medical costs associated with the care of the Releasor.

Emergency Contact Name: _____ Telephone Number: _____

- 4. **Media Release:** The Releasor understands that the Event may be photographed, videotaped, or recorded and hereby grants permission to the Diocese to use the image and likeness of the Releasor, in the sole discretion of the Diocese, in any and all diocesan media. Parties agree that compensation for the image and likeness of the Releasor is limited to the adequate and valuable consideration described herein. Certain events, e.g., the Holy Mass and other large scale events, are considered public events. Whether the Releasor consents to this **Section 4** does not affect the ability of the Releasor to engage in the Event. The Releasor consents to this **Section 4** unless otherwise marked to the contrary: I do not consent to this **Section 4**.
- 5. **Minors:** As applicable, Releasor hereby agrees and understands that all provisions of this Release, including but not limited to, **Section 1** and **Section 2** of this Release, are also made on behalf of any minor(s) entrusted to their care to the fullest extent permitted by Oklahoma law. Parent agrees to help assist, explain, and stress the importance of any rules, guidelines, or behavioral standards of the Diocese to the minor(s), as age appropriate. If applicable, list the name(s) and age(s) of the minor(s): _____.
- 6. **General Provisions:** This Release contains the entire agreement and understanding among the Parties and supersedes all prior and contemporaneous agreements and understandings. The provisions of this Release are independent of and severable from each other, and no provision will be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part. This Release is governed by the laws of the State of Oklahoma. Parties stipulate venue is proper in a Court of competent jurisdiction in Tulsa County and each Party waives any objection to such venue. The paragraph or section titles herein are for convenience only and do not define, limit, or construe any contents of such paragraphs or sections.

I, the undersigned Releasor, certify that I have read this Release in its entirety, that I am aware this is a waiver and release of liability and a legally binding contract, and that I am at least eighteen (18) years of age. I sign this Release voluntarily and of my own free will on my behalf and on behalf of any minors under my care and supervision. I understand that this Release is **mandatory** to participate in the Event and for any minors under my care to participate.

Printed Name of Releasor

Signed Name of Releasor

Date Signed (“Effective Date”)

Document Retention Policy: Diocesan entities are required to store and otherwise retain this document for a period of two (2) years from the year the minor listed herein reaches the age of eighteen (18) years old. A digital copy of this document is sufficient for the purposes of this retention policy. This document, hardcopy or digital, may be provided to the Chancery for storage at the discretion of the diocesan entity.

Office of the Chancellor & In-House Counsel • August 19, 2020 • Optional Memorial of St. John Eudes, priest