



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This is a Volunteer Release and Waiver of Liability (this "**Release**") executed on this date, _____, by _____ (the "**Volunteer**"), in favor of the City of Stillwater ("City"). Volunteers are expected to fulfill the terms of their mission to the best of their abilities. The Volunteer desires to work as a volunteer and to engage in activities related to being such a volunteer (the "Activities").

In consideration of the services performed by City with respect to assisting the volunteer in participation in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Volunteer hereby knowingly, intentionally, purposefully, freely, voluntarily, and without duress executes this Release under the terms below:

1. Release and Waiver

Volunteer does hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue the City, and its members, officers, directors, staff, agents, successors, and assigns from, against, or with respect to any and all liability, claims, or demands of any kind or nature whatsoever, whether at law, in equity, or otherwise, which arise or may hereafter arise directly or indirectly from the Activities.

Volunteer SPECIFICALLY UNDERSTANDS AND AGREES that this Release FOREVER DISCHARGES the City, and its members, officers, directors, staff, agents, successors, and assigns from any and all liability or claims that the Volunteer may have against the City, or its members, officers, directors, staff, agents, successors, and assigns, with respect to any bodily injury, personal injury, illness, death, or property damage or loss that may result, directly or indirectly, from the Activities, whether caused by the negligence of the City, its employees, or agents, or otherwise, and in all cases to the fullest extent permitted by applicable law.

Volunteer also understands that the City does not and shall not assume any responsibility for or obligation to provide financial assistance or other assistance to the Volunteer, including, but not limited to, medical, health, or disability insurance in the event of injury, illness, or other claim or loss.

2. Medical Treatment

Volunteer does hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue the City and its members, officers, directors, staff, agents, successors, and assigns from any and all liability or claim whatsoever which arises or may hereafter arise, directly or indirectly, on account of any first aid, treatment, or medical service rendered in connection with the Volunteer's Activities working with the City.

3. Assumption of Risk

The Volunteer SPECIFICALLY UNDERSTANDS AND AGREES that the Activities include work and other activities that may be hazardous to the Volunteer. The Volunteer hereby expressly, specifically, knowingly, intentionally, purposefully, personally, and solely assumes all risk of injury or harm which may result, directly or indirectly, from, during, or

with respect to the Activities, and FOREVER releases, discharges, indemnifies, holds harmless, defends, exonerates, and covenants not to sue the City, and its members, officers, directors, staff, agents, successors, and assigns from all liability or claim for injury, illness, death, or property damage or loss resulting from or with respect to the Activities.

4. Insurance

The Volunteer understands and agrees that, the City does not and shall not carry or maintain health, medical, or disability insurance coverage for any Volunteers.

5. Other

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma, United States of America, and all other applicable laws, rules, and regulations wherever found, and that this Release shall be governed by and interpreted in accordance with the internal laws of the State of Oklahoma, United States of America. Jurisdiction and venue for any actions with respect to this Release shall only be had in a tribunal of competent jurisdiction in Payne County, State of Oklahoma, United States of America. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any tribunal of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be fully enforceable.

The Volunteer may not assign any rights in or with respect to this Release. The Volunteer may not delegate any duties in or with respect to this Release. Each and every provision of this Release shall bind the Volunteer AND his or her legal representatives. The term "legal representatives" is used in this Release in its broadest possible meaning and includes, but is not limited to, all successors-in-interest, heirs, executors, administrators, or other personal representatives, whether such succession results from the act of the Volunteer or occurs by operation of law.

I SPECIFICALLY ACKNOWLEDGE THAT I HAVE PERSONALLY READ THE PREVIOUS PARAGRAPHS, AND I KNOW, UNDERSTAND, AND APPRECIATE THE RISKS THAT ARE INHERENT IN THE ACTIVITIES I WILL UNDERTAKE AS A CITY VOLUNTEER. I UNDERSTAND THAT I AM PERMANENTLY GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO MY RIGHT TO SUE. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I FURTHER ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THIS INSTRUMENT WITH COUNSEL OF MY CHOOSING.

Volunteer:

Signature

Date: _____