

Talala Public Works Authority — Participation Release & Waiver

DRAFT for Town review — not legal advice. Printable copy of the on-screen agreement.

TALALA PUBLIC WORKS AUTHORITY / TOWN OF TALALA, OKLAHOMA PARTICIPATION RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, PHOTO/MEDIA RELEASE, AND INDEMNITY AGREEMENT

(Applies to Talala Public Works Authority–sponsored functions, programs, events, facility tours, educational activities related to the sewer and public works system, and volunteer or community service.)

In consideration of being permitted to participate in any Talala Public Works Authority (“TPWA”)–sponsored function, program, event, facility or system tour, educational or outreach activity related to the sewer or public works system, work day, gathering, volunteer activity, or community-service assignment performed at or for TPWA (the “Activity”), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Adult Participant and, if applicable, Parent/Legal Guardian on behalf of each listed Minor Participant (together, “I,” “me,” or “Participant”) agree as follows:

1. Voluntary participation / assigned service. I choose to participate (or to allow each listed minor to participate) in the Activity, or I am participating pursuant to a volunteer or community-service assignment performed at or for TPWA. I understand the Activity may involve physical activity, outdoor conditions, uneven ground, heavy equipment and tools, vehicles, lift stations, sewer lines and other utility infrastructure, chemicals and treatment materials, confined or restricted areas, other participants, travel, food, public interaction, and unforeseeable circumstances.
2. Assumption of risk. I understand and assume all risks of injury, illness, disability, death, and property damage that may arise from participation in the Activity, including risks caused in whole or in part by the negligence of the Town of Talala, the Talala Public Works Authority, their boards, officers, employees, volunteers, agents, and contractors (the “Released Parties”), except to the extent prohibited by law. I agree to follow all safety instructions given by TPWA staff, to wear any required protective equipment, and to stay out of any area I am told is restricted.
3. Release and waiver. To the fullest extent permitted by Oklahoma law, I hereby release, waive, discharge, and covenant not to sue the Released Parties from any and all claims, demands, actions, or causes of action for personal injury, illness, death, or property damage arising out of or related to the Activity, whether caused by negligence of the Released Parties or otherwise, except claims arising from willful misconduct or gross negligence where such waiver is not allowed by law.
4. Indemnity. I agree to indemnify, defend, and hold harmless the Released Parties from any loss, liability, damage, or cost (including reasonable attorneys’ fees) arising out of or related to my participation or a listed minor’s participation in the Activity, including claims by or on behalf of a minor listed on this form, except to the extent prohibited by law.
5. Medical. I certify that I (and each listed minor) am/are physically able to participate. I authorize emergency medical treatment if needed and agree I am responsible for related costs.
6. Photo and media release (required part of this Agreement). As a condition of participation, I grant the Town of Talala and the Talala Public Works Authority a non-exclusive, royalty-free right to photograph, record, and use my image, likeness, and voice (and those of each listed minor) in still photos, video, and audio captured in connection with the Activity for Town and TPWA public-information, news, social media, website, utility-education, grant-reporting, training, and archival purposes. This photo/media release is part of this

Agreement and is not optional. I understand I will not receive compensation for such use.

7. Minors. If any Minor Participant is listed, I represent that I am the parent or legal guardian with authority to sign this Agreement on that minor's behalf, and that this Agreement binds me and the minor to the extent permitted by law. I remain responsible for supervising each listed minor during the Activity unless TPWA staff have assumed supervision for a specific program.

8. Electronic signature. I agree that checking the acceptance box and providing my electronic signature has the same force as a handwritten signature. I intend to authenticate this Agreement electronically.

9. Severability; governing law. If any provision is held unenforceable, the remainder stays in effect. This Agreement is governed by the laws of the State of Oklahoma.

Acknowledgment: I have read this entire Agreement, I understand it, and I accept all liabilities, risks, and the photo/media release described above on behalf of myself and any minor children listed.

Signature: _____ Date: _____

Printed name: _____