

PLEASE UPLOAD DIGITAL COPY W/ENTRY & BRING HARD COPY TO PRELIMINARY ROUND



**Release of Liability and Indemnity Agreement
(ALL exhibitors must sign)**

Part I

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") associated with the Oklahoma Youth Expo Show, Inc., the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. ACKNOWLEDGMENT OF RISKS: The undersigned recognizes and understands that there are risks associated with the participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, vehicles, property and/or improvements to property that is caused by them and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities.

2 APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES: For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and cost of defense or settlement (including, without limitation, attorneys' fees and court cost). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY**, of OYE or their respective present and former officers, directors, members subsidiaries, affiliates, employees, staff and agents and any other person, firm or corporation bound to defend or pay judgment against them (the "Released Parties"); (ii) personal injury, death or property damage; (iii) acts under the Oklahoma Deceptive Trade Practices Act ("ODPTA"); (iv) acts of any other persons or guest; (v) theft burglary, assault, . Oor other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry and participation in the Activities - Including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

3. RELEASE FROM LIABILITY: The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities – **Including, but not limited to, the types of claims numerated in Paragraph 2** – and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities – **including but not limited to, the types of Claims enumerated in paragraph 2**. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any Claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by through or under the undersigned, arising from or related to the undersigned's entry into the participation in the Activities – **including but not limited to, the types of Claims enumerated in Paragraph 2**. As used herein, "INDEMNIFY" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

5. PHOTOGRAPHY/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities of the event. The undersigned understands that any such photograph or interview may be used by the Released Parties or television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs or interviews by the Released Parties or any media – **Including, but not limited to, the types of Claims enumerated in Paragraph 2**.

As further inducement to OYE to permit the undersigned's entry into and participation in the Activities, the undersigned represent that they thoroughly and completely understand that this is a complete and final release and indemnity agreement, they are freely and voluntarily entering into the Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any Released Party has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Oklahoma, and any dispute between the parties or regarding this Agreement shall be determined by binding arbitration in Oklahoma County, Oklahoma pursuant to the rules of the American Arbitration Association. The venue of any litigation between the parties to enforce the arbitration award, or otherwise shall lie in the District Court of Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of the Agreement.

Part II

We, the junior exhibitor and parent/guardian certify that we have read, understand and will abide by all rules and regulations of the Oklahoma Youth Expo Shotgun Sports.

Signature – Exhibitor	Date	Name Printed
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If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement

Signature – Parent/Guardian	Date	Name Printed
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RELATIONSHIP TO MINOR _____

OYE SHOTGUN SPORTS PARTICIPANT PERMISSION FORM

Oklahoma Youth Expo Shotgun Sports Event will be held in conjunction and partnership with the Oklahoma Department of Wildlife Conservation and the associated venues. Participants agree to follow all of the safety guidelines of this contest and the associated venues.

- Firearm safety is the number one priority of all stakeholders and participants. Each participant shall have a form submitted electronically with entry in order to participate.
- Each participant is required to have Hunter Safety Training and have received their hunter safety card. Hunter Safety Card # _____.
- Each participant must know how to properly and safely operate their firearm or the firearm provided. Participants must have physically shot a shotgun before competing in the contest.
- There are no exceptions to signing this form. It must be signed by all individuals below.
- Participant agrees to safely handle their firearm and follow all of the safety rules and guidelines of this competition.
- Participant has been granted permission by parent/guardian and instructor (ag-ed instructor/extension agent).
- Participant has practiced the discipline(s) that they intend to compete in at this competition for a minimum of 8 hours.

Exhibitor Name

Club/Chapter

Exhibitor Signature

Parent/Guardian Signature

Instructor Signature

Date

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Silverleaf Shotgun Sports Rules

- Everyone on Course or Field **must wear Safety Glasses and Ear Protection.**
- Keep gun chamber open and empty until in stand ready to shoot.
- Stay on walkways and trails at all times.
- Every participant must attend safety meeting prior to shooting.
- Notify Silverleaf employee of equipment problems. Do not approach trap machines.
- Load no more than two shells at a time.
- Shooter must fire his/her shotgun shouldered at all times.
- **All ammunition will be inspected.** Load specifications are as follows: Shot size of all loads must be either 7 ½, 8, 8 /12 or 9. Maximum Ounce lead: 12 Gauge 1 1/8 oz.; 20 Gauge 1 oz.; 28 Gauge 7/8 oz.; .410 Bore (2 ½ "maximum) ½ oz.
- A valid driver's license is required to operate any vehicle on Silverleaf property.
- Shotgun barrel must be 18" or longer with a shoulder stock. No Riot or Clip Guns.
- No alcoholic beverages allowed on Silverleaf property
- The Sporting Clays Courses are not handicap accessible. Special needs Individuals are welcome on the Skeet, Trap or 5- Stand Fields.
- Safety is everyone's responsibility. If you see anyone in non-compliance of the rules or acting in an unsafe manner please notify Silverleaf management immediately.

Silverleaf Shotgun Sports Event Guest Waiver

Silverleaf Shotgun Sports, its owners, employees and agents are not responsible for accidents, injuries, property damage or theft occurring while on Silverleaf premises. All participants and spectators recognize and agree by their participation that safety shall be their exclusive responsibility, shall assume all risk of injury, and hereby waive any right to seek recovery for any injury or damage which may be incurred, either to person or property as a result or in connection with participating in any activity or event at Silverleaf Shotgun Sports. Silverleaf management reserves the right to refuse shooting privileges to anyone not practicing firearm safety or acting in a manner which may be deemed offensive.

- *I have read and understand the rules and regulations listed on the Silverleaf Shotgun Sports sheet and agree to abide by these and any other posted or spoken rules while on Silverleaf property.*
- *I **do not** give Silverleaf permission to send me information regarding upcoming Events and to share my information with the Sooner State Sporting Clays Association for the same purpose.*

Name (please print) _____

Address _____ City/State/Zip _____

Cell _____ Home _____ Work _____

Email _____

Emergency Contact _____ Phone Number _____

Parent or Guardian (if under 18 years of age) _____

*Signature _____ Date _____

*If under 18 parent or guardian must sign.

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in SHOTGUN SPORTS (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge SHAWNEE TWIN LAKES TRAP CLUB, located at 17911 Patterson Rd, Shawnee, Oklahoma 74801, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Shawnee Twin Lakes Trap Club to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and

agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Shawnee Twin Lakes Trap Club official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Shawnee Twin Lakes Trap Club AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Shawnee Twin Lakes Trap Club FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Shawnee Twin Lakes Trap Club, its agents, and employees.

I agree that this Release shall be governed for all purposes by Oklahoma law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and Shawnee Twin Lakes Trap Club agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and

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enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name:

Participant's Address:

Signature:

Date:

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PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____,
named above, and do hereby give my consent without reservation to the foregoing on behalf of
this individual.

Parent / Guardian Name:

Relationship to Minor:

Signature:

Date: