

BARKTOBERFEST – WAIVER, INDEMNIFICATION, RELEASE, AND COVENANT NOT TO SUE

I, the undersigned, fully understand, appreciate, and agree that I have voluntarily requested to participate in the “Barktoberfest” event (the “Event”) at BOK Center (the “Venue”) on Sunday, October 29th, 2023, which will involve my attendance and the attendance of my dog of which I have custody. I acknowledge, agree, and represent that if, at any time, I determine anything to be unsafe, including the threat from other dogs participating in the Event, I will immediately advise a Venue official of such unsafe condition(s) and will leave the Venue with my dog.

I confirm and assure that my dog: (i) is at least three months old, (ii) will wear an ID tag and be on a leash at all times during the Event; (iii) is not in heat; (iv) has current Rabies, Distemper, Parvo, and Bordetella vaccinations; (v) is in good health; (vi) is able to tolerate the presence of crowds and other dogs; and (vii) does not demonstrate dangerous or aggressive behavior towards persons or other dogs. I acknowledge that the Event can be dangerous and could involve the risk of serious injury, death, or damage to me, my dog, others, and others’ dogs. I will keep my dog on a leash at all times during the Event.

I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties identified below. I understand that my actions and the actions of the dog of which I have custody and/or control during the Event may result in injuries and damages to myself and others, whether anticipated or unanticipated, or foreseeable or unforeseeable, including my dog as well as dogs of others by participating in this Event. I understand that I assume the risk and responsibility for any and all risks associated with participating in this Event, including but not limited to injury, death, and property damage, as well as injury, death, and property damage to dogs. I agree to abide by any rules, instructions, or decision of any Venue official, and I further agree that Venue officials may authorize treatment for me and/or the dog in my custody. I further understand and assume any and all risks associated with my participation in this Event, including but not limited to illness (including, without limitation, COVID19), traveling to and from the Event, falls, contact with others at the Event, injuries or damages, including death sustained by and through other participant dogs.

In consideration for allowing me to participate in this Event with my dog in my custody and control, I agree, for myself, my dog, and for any minor child accompanying me to the Event, and all of our respective heirs, legatees, executors, administrators, successors and assigns, or anyone acting on our behalf ("Releasers"), to forever waive, release, and discharge: Tulsa Oilers Hockey Club, LLC , BOK Center, Tulsa County, City of Tulsa, Oak View Group the ECHL, and all of their respective parents, subsidiaries, affiliates, related entities, sponsors, officers, directors, employees, agents, officials, partners, managers and shareholders, and other personnel or entities in any way assisting or connected with this Event (together the “Released Parties”), from any and all claims, demands, causes of action, proceedings, losses, damages, liabilities, costs, fees, and expenses (in all cases including reasonable attorneys’ fees and court costs), of any kind or nature, that relate to or arise in any way from attendance at or participation in the Event by me, my dog, and/or any minor child accompanying me, expressly including any claims arising from any negligent acts, omissions, or conduct of the Released Parties (“Claims”). I further covenant not to sue or otherwise pursue any form of recovery or legal action, including arbitration, against any of the Released Parties and arising from or relating to any Claim. I further agree that I am solely responsible for any claim for personal injury, injury to a dog, or property damage made by any third party and based in whole or in part on my, my dog’s, and/or my minor child's attendance at or participation in the Event (“Third Party Claims”). In particular, I agree to pay all cleaning or repair costs resulting from any damage to the Venue caused by my Dog. I further agree to defend, indemnify and hold harmless any of the Released Parties from any allegation, action, or lawsuit brought against any of the Released Parties by a third party and based in whole or in part on a Third Party Claim(s) that relate to or arise in any way from attendance at or participation in the Event by me, my dog, and/or any minor child accompanying me, even those caused by the negligent acts, omissions, or conduct of the Released Parties.

I hereby grant to Tulsa Oilers Hockey Club, LLC or their designees, without further compensation, an unrestricted, worldwide license in perpetuity to use, without further notification, the name, voice, image, likeness, actions and statements of me or any minor child and/or dog that accompanies me to the Event, for any purpose, including but not limited to advertising, promotional or commercial purposes, in any media known or hereafter developed.

I, the undersigned, have read this waiver and represent that I am at least eighteen (18) years of age, am competent to sign, and agree to this waiver with full understanding of the above information.

PRINT Name of Participant

Date

Signature of Participant