the Chickasaw Nation

Chris Anoatubby
Governor

Department of Culture and Humanities / History and Culture Division
Museums and Historic Sites
3348 State Road 199 / Durant, OK 74701 / (580) 924-6502

Fort Washita
Waiver, Release of Liability, Assumption of Risk, and Photo Release Form

To participate in any Fort (Ft.) Washita activities sponsored by the Chickasaw Nation Department of Culture and Humanities, I, the undersigned _____ (print name of participant), acknowledge, understand and agree to the following:

1. I acknowledge that Ft. Washita and its related activities may involve HAZARDOUS activities and situations, and the risk of injury from participating in Ft. Washita activities is significant and has the potential for serious injury and/or death. I have made a voluntary choice to participate in these activities despite the risks that may be presented. In consideration of my being permitted to participate in Ft. Washita activities, I hereby KNOWINGLY AND FREELY ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation in this event.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CHICKASAW NATION or others, and assume all and full responsibility for my participation.
3. I willingly agree to comply with the rules and regulations that govern each Ft. Washita activity.
4. I, on behalf of myself, my heirs, assigns, personal representative, and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Chickasaw Nation, its employees, agents, and representatives with respect to any and all injury, disability, death, or loss or damage to person or property, WHETHER ARISING FROM NEGLIGENCE OR OTHERWISE.
5. I grant permission to the Chickasaw Nation, its agents, or employees to photograph, record, film, and videotape myself or my child during the event/program, and to use such materials in any and all publications, educational materials, research, marketing, advertising, news media, and website materials for future promotion of the Chickasaw Nation, its programs and events. I understand and agree that such materials, including all negatives, positives, digital images, prints, recordings, or anything derived therefrom created by the Chickasaw Nation, will become, and remain the sole property of the Chickasaw Nation, and I will have no right or title to such items. If I should receive any print, negative, recording, or copy, I will not authorize its use by anyone else. I will have no right of approval, no claim to any compensation, now or in the future, and no claim (including without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any uses, alteration, distortion, or illusionary effect or use in any composite form. I understand and agree that these materials may be kept on file and used for future purposes. I hereby agree to release the Chickasaw Nation from any and all liability arising from or in connection with the taking, use, publication, or dissemination of such materials now or in the future.
6. Nothing contained in this agreement will be construed to waive the sovereign rights and immunities of the Chickasaw Nation, its officers, employees, or agents.
7. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND PHOTO RELEASE FORM, AND FULLY UNDERSTAND THAT BY SIGNING THIS FORM, I AM AUTHORIZED OR HAVE A LEGAL AUTHORITY TO CONSENT ON BEHALF OF MYSELF OR THE ABOVE-NAMED MINOR CHILD.

Address: _____
Street City State ZIP

Phone no.: (____) _____ Email address: _____

_____
Emergency contact name

_____ _____
Signature of participant Date

_____ _____
Signature of parent/legal guardian (if participant is under the age of 18) Date